

NEW LEGISLATION

January 23, 2017

Temp. No.	Introduced	Committee	Description
B-1	1/23/17	Fin	An ordinance authorizing the Director of Public Safety to enter into a contract or contracts, without competitive bidding, with Motorola, Inc. for the maintenance of the public safety regional dispatch system equipment, and declaring an emergency.
B-2	1/23/17	Fin	An ordinance authorizing the Mayor to enter into a contract or contracts, without competitive bidding, with Guardian Life Insurance Company of America for the City's group life insurance for employees and retirees, and declaring an emergency.
B-3	1/23/17	Fin	An ordinance authorizing the Mayor to enter into a Master Meter Agreement with the City of Akron to provide continued sewer services, and declaring an emergency.
B-4	1/23/17	PI	An ordinance authorizing the Mayor or his designee to enter into a contract or contracts, according to law, for the replacement of a waterline in Highland Avenue, from Bailey Road to Victoria Street, and declaring an emergency.
B-5	1/23/17	PI	An ordinance authorizing the Mayor or his designee to enter into a contract or contracts, according to law, for the Woodward Creek Culvert under Sandalwood Lane Improvement Project, and declaring an emergency.
B-6	1/23/17	PI	An ordinance authorizing the Mayor or his designee to enter into a contract or contracts, according to law, for services to design, engineer and construct concrete, masonry, electrical and mechanical

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repairs to the City-owned parking garages located at 2035 Old Town Loop (the “Blue” Parking Deck), 2052 Front Street (the “Red” Parking Deck), and 2318 Second Street (the “Green” Parking Deck), and declaring an emergency.

B-7 1/23/17 PA

An ordinance authorizing the Mayor or his designee to apply for a grant through the Ohio Public Works Commission’s Clean Ohio Conservation Fund and if awarded, to enter into a grant agreement with the Ohio Public Works Commission for the Dickerson Run Nature Preserve Project, and declaring an emergency.

B-8 1/23/17 CD

An ordinance authorizing the Director of Community Development to enter into a Community Reinvestment Area Tax Exemption Agreement with State 8 Motorcycles dba KPG Realty and Wholecycle Incorporated, and declaring an emergency.

CALENDAR

January 23, 2017

The following legislation will be up for passage at the Council Meeting on January 23, 2017.

Temp. No.	Introduced	Committee	Description
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No legislation

PENDING LEGISLATION

January 23, 2017

Temp. No.	Introduced	Committee	Description
A-111*	12/27/16	P&Z	An ordinance approving the creation of a Downtown Historic Overlay District according to Section 1132.21 H, Historic Overlay in the Cuyahoga Falls General Development Code, and declaring an emergency.

Public Hearing 2-6-17

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4 CITY OF CUYAHOGA FALLS, OHIO

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6 ORDINANCE NO. - 2017

7
8 AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC
9 SAFETY TO ENTER INTO A CONTRACT OR CONTRACTS, WITHOUT
10 COMPETITIVE BIDDING, WITH MOTOROLA, INC. FOR THE
11 MAINTENANCE OF THE PUBLIC SAFETY REGIONAL DISPATCH
12 SYSTEM EQUIPMENT, AND DECLARING AN EMERGENCY.

13
14 WHEREAS, Motorola, Inc. is the sole source purveyor of maintenance and repair services for
15 Motorola radio equipment.

16
17 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of
18 Summit and State of Ohio, that:

19
20 Section 1. The Director of Public Safety is hereby authorized to enter into a contract or contracts,
21 without competitive bidding, with Motorola, Inc. for the maintenance and repair of the City's public
22 safety regional dispatch system equipment.

23
24 Section 2. The Director of Finance is hereby authorized and directed to make payment for same
25 from the General Fund, Communications Department, line item Other Operations.

26
27 Section 3. Any other ordinances and resolutions or portions of ordinances and resolutions
28 inconsistent herewith are hereby repealed, but any ordinances and resolutions or portions of
29 ordinances and resolutions not inconsistent herewith and which have not previously been repealed are
30 hereby ratified and confirmed.

31
32 Section 4. It is found and determined that all formal actions of this Council concerning and
33 relating to the passage of this ordinance were taken in an open meeting of this Council and that all
34 deliberations of this Council and of any committees that resulted in those formal actions were in
35 meetings open to the public, in compliance with all legal requirements including Chapter 107 of the
36 Codified Ordinances.

37
38 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
39 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls
40 and the inhabitants thereof, and provided it receives the affirmative vote of two-thirds of the members
41 elected or appointed to Council, it shall take effect and be in force immediately upon its passage and
42 approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by
43 law.

44
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46 Passed: _____
47 _____
48 President of Council

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50 _____
51 Clerk of Council

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54 Approved _____
55 _____
56 Mayor

57 1/23/17

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4 CITY OF CUYAHOGA FALLS, OHIO

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6 ORDINANCE NO. - 2017

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8
9 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A
10 CONTRACT OR CONTRACTS, WITHOUT COMPETITIVE BIDDING,
11 WITH GUARDIAN LIFE INSURANCE COMPANY OF AMERICA FOR
12 THE CITY'S GROUP LIFE INSURANCE FOR EMPLOYEES AND
13 RETIREES, AND DECLARING AN EMERGENCY.
14

15 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and
16 State of Ohio, that:

17
18 Section 1. The Mayor is hereby authorized to enter into a contract or contracts, without
19 competitive bidding, with Guardian Life Insurance Company of America for the City's group life
20 insurance for employees and retirees for a period not to exceed three years.

21
22 Section 2. The Director of Finance is hereby authorized to make payment from the Self-
23 Insurance Fund, line item Other Operations.

24
25 Section 3. Any other ordinances or resolutions or portions of ordinances and resolutions
26 inconsistent herewith are hereby repealed, but any ordinances and resolutions not inconsistent
27 herewith and which have not previously been repealed are hereby ratified and confirmed.
28

29 Section 4. It is found and determined that all formal actions of this Council concerning and
30 relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all
31 deliberations of this Council and of any of its committees that resulted in such formal action, were in
32 meetings open to the public, in compliance with all legal requirements, to the extent applicable,
33 including Chapter 107 of the Codified Ordinances.
34

35 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
36 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls,
37 and provided it receives the affirmative vote of two-thirds of the members elected or appointed to
38 Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor;
39 otherwise it shall take effect and be in force at the earliest period allowed by law.
40

41
42 Passed: _____

President of Council

43
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46 _____
47 Clerk of Council

48
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50 Approved: _____

Mayor

51
52 1/23/17

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4 CITY OF CUYAHOGA FALLS, OHIO

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6 ORDINANCE NO. - 2017

7
8 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
9 INTO A MASTER METER AGREEMENT WITH THE CITY OF
10 AKRON TO PROVIDE CONTINUED SEWER SERVICES, AND
11 DECLARING AN EMERGENCY.
12

13
14 WHEREAS, the City of Akron owns and operates a sanitary sewerage system for the
15 purpose of treating wastewater; and
16

17 WHEREAS, City of Cuyahoga Falls residents and businesses have sanitary sewers that
18 flow to Akron through the Master Meter or otherwise and it is necessary that the City's
19 residents and businesses be provided with ample facilities to dispose of sanitary sewerage;
20 and
21

22 WHEREAS, Ordinance No. 75-1984 previously authorized an agreement pertaining to
23 sanitary sewerage with the City of Akron; and
24

25 WHEREAS, the Master Meter Communities, which include the City of Cuyahoga Falls,
26 City of Tallmadge, Village of Lakemore and County of Summit along with the City of Akron
27 worked collaboratively and negotiated an agreement for continued sewer transportation and
28 treatment services.
29

30 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,
31 County of Summit and State of Ohio, that:
32

33 Section 1. The Mayor is hereby authorized to enter into a Master Meter Agreement on
34 behalf of the City pursuant to the terms set forth in Exhibit A attached hereto and
35 incorporated into this ordinance, together with such revisions, additions or amendments as
36 are approved by the Director of Law as being consistent with the objectives and
37 requirements of this ordinance; and the Mayor, Director of Public Service or designee,
38 Director of Law, Director of Finance and other necessary City officials are authorized to
39 provide such other information and to execute such other documents to the Master Meter
40 Agreement and do all other actions as are necessary for and incidental to carrying out the
41 requirements of this ordinance and the terms of the Master Meter Agreement.
42

43 Section 2. The Director of Finance is hereby authorized and directed to make payment
44 for same from Sewer Fund, line item Other Operations.
45

46 Section 3. Any other ordinances or resolutions or portions of ordinances and resolutions
47 inconsistent herewith are hereby repealed, but any ordinances and resolutions not
48 inconsistent herewith and which have not previously been repealed are hereby ratified and
49 confirmed.
50

51 Section 4. It is found and determined that all formal actions of this Council concerning
52 and relating to the adoption of this ordinance were adopted in an open meeting of this
53 Council, and that all deliberations of this Council and of any of its committees that resulted
54 in such formal action, were in meetings open to the public, in compliance with all legal
55 requirements including Chapter 107 of the Codified Ordinances.
56

57 Section 5. This ordinance is hereby declared to be an emergency measure necessary for
58 the preservation of the public peace, health, safety, convenience and welfare of the City of
59 Cuyahoga Falls and the inhabitants thereof, for the reason that it is immediately necessary
60 to provide continual and reliable sewer services to the residents and businesses of Cuyahoga
61 Falls, and provided it receives the affirmative vote of two thirds of the members elected or
62 appointed to Council, it shall take effect and be in force immediately upon its passage and
63 approval by the Mayor; otherwise it shall take effect and be in force at the earliest period
64 allowed by law.

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67 Passed: _____

President of Council

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Clerk of Council

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75 Approved: _____

Mayor

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78 1/23/17

79 O:\2017ords\Master Meter Agreement with the City of Akron.doc

MASTER METER AGREEMENT

This Master Meter Agreement (the "Agreement") is entered into as of _____, 2017 between the City of Akron, Ohio, a charter municipal corporation (the "City"), 166 South High Street, Akron, Ohio 44308, and City of Cuyahoga Falls (the Master Meter Community, referred to as "MMC" below), 2310 Second Street, Cuyahoga Falls, Ohio 44221.

A. The MMC requests that the City continue to furnish sewer service to the geographical area set forth on a map attached as Exhibit A, which may be amended by written agreement of the parties (the "MMC Service Area").

B. The MMC recognizes that the City has a National Pollutant Discharge Elimination System Permit issued by the Ohio Environmental Protection Agency ("Ohio EPA") (the "Permit"), which may be modified or renewed from time to time, that places obligations on the City for the quantity and quality of the effluent discharged, directly and indirectly to the Cuyahoga River.

C. The MMC further recognizes that the Permit requires that the MMC and any discharger (each, a "Discharger") to the MMC's sewer system located in the MMC Service Area (the "MMC Sewer System") specifically agree to, at all times, discharge a quantity and quality of sewage so that complies with the quality and quantity set in this Agreement or any of its amendments so that the City can lawfully comply with the Permit requirements.

D. The MMC further recognizes that the City must have the legal authority throughout the MMC Service Area to perform, or require the performance of, all acts required by the Permit.

E. The City is subject to a Consent Decree that was entered into in the United States District Court for the Northern District of Ohio on January 17, 2014 (the "Consent Decree"), which requires the City to comply with certain operation and maintenance requirements and to implement substantial improvements to its sewerage system (the "Akron Sewer System") and the City's Water Reclamation Facility ("WRF"), which includes, but is not limited to, the improvements set forth in the City's Long Term Control Plan (the "LTCP").

F. The City is willing to provide the sewer transportation and treatment services requested by the MMC upon the terms and conditions of this Agreement, which includes, but is not limited to the condition that the MMC and any Discharger of the MMC Sewer System agree to, at all times, deliver a quantity and quality of sewage that permits the City to lawfully comply with the Permit requirements.

In consideration of the mutual promises, covenants, conditions, and terms to be kept and performed, the parties agree as follows:

Section 1. Definitions

Unless the context specifically indicates otherwise, words, terms, and abbreviations defined in Chapter 50 of the Codified Ordinances of the City of Akron, Ohio (“Chapter 50”), used in this Agreement, including the exhibits hereto, shall have the meanings set forth in that Chapter.

Section 2. Treatment of Wastewater

Subject to the terms and conditions contained in this Agreement the City shall operate and maintain the Akron Sewer System and the WRF in accordance with the Permit and the Consent Decree. The City shall receive wastewater discharged from the MMC Sewer System that meets the requirements of this Agreement, and treat such wastewater to the degree of treatment required by the Permit.

Section 3. Delivery of Wastewater

The MMC agrees to operate and maintain the MMC Sewerage System in accordance with all requirements of the Ohio EPA and the United States Environmental Protection Agency (“U.S. EPA”) that are applicable to the MMC, and the Codified Ordinances of the City of Akron, Ohio, as amended, and shall deliver only wastewater to the City’s sewerage system that meets the water quality requirements of:

- (a) Chapter 50; and
- (b) this Agreement.

Section 4. Charges

(a) The monthly bill to the MMC will be calculated by multiplying the MMC’s total metered flow by the rate charged to the MMC (the “MMC Rate”), and then adjusting that amount based upon the strength of the MMC’s metered flow. The monthly bill to the MMC may also include a billing fee and any other charges identified in this Agreement. The MMC’s total flow is the sum of the MMC’s metered flow and any adjustments to flow measurements. The MMC share of inflow and infiltration (I & I) in the trunk sewers of the Akron Sewer system is included in the calculation of the rate charged to the MMC. Attached to this Agreement as Exhibit B is the calculation that is used to determine the MMC’s monthly bill for services. If there are any discrepancies between Section 4(a) and Exhibit B, Exhibit B shall control.

(b) The MMC Rate is calculated using the MMC Rate Model, which is attached to this Agreement as Exhibit C. All WRF and trunk sewer operation and maintenance, capital improvement (as delineated in the MMC Rate Model) and debt service costs, including, but not limited to the costs to comply with the Permit and the Consent Decree, will be allocated

to function and usage characteristics in accordance with the format identified in the MMC Rate Model. The calculated rates will not include stipulated penalties that the City may incur pursuant to provisions of its CSO Consent Decree.

The City will calculate the MMC Rates using the MMC Rate Model for a four (4) year period using budgeted costs for the current year and estimated costs for the subsequent three (3) years. MMC annual flows, loadings, and share of I&I flows will be averaged for the previous four (4) years and applied in the MMC Rate Model to determine MMC shares of annual costs.

In addition, the City may make adjustments to the MMC Rate Model as required by the Permit and/or any applicable Ohio or federal laws or regulations; provided, however, that the City shall discuss any such adjustments to the Rate Model in advance with the MMC. Adjustments during each four (4) year period will be the basis for the rates during the remaining years in the rate period. If another Master Meter Community of City obtains a more favorable MMC Rate than the MMC Rate contained in this Agreement, the MMC Rate shall be reduced to an amount equal to the lowest MMC Rate obtained by any Master Meter Community of City subsequent to the execution of this Agreement.

Additionally, no later than April 30, 2017, the MMC will pay the City the amount of \$203,387 representing a "true-up" payment for 2014 and 2015.

By March 15 of the final year of the four (4) year rate period, the City shall notify the MMC of the MMC Rate that will be in effect for each twelve (12) month period commencing on April 1 and running through March 31. At the same time the City will also provide a summary of the calculations for determining the MMC Rates. For the period of April 1, 2016 through March 31, 2017, new MMC rates based on the updated methodology included in this Agreement will be effective and will include the 2015 "true-up" for each MMC.

(c) The City shall bill the MMC monthly. The MMC shall pay its bill within 30 days from the date of mailing. Payments not made within 30 days from date of mailing shall be considered delinquent (even if the MMC is challenging the calculation under Section 4(h)) and the amount due the City shall be subject to a late payment fee equal to a 10 percent per annum late payment penalty on the unpaid current balance.

(d) The MMC shall be solely responsible for billing its own customers and shall do so in accordance with all applicable laws.

(e) Each party shall have the right at all reasonable times to inspect and audit the books and records of the other party concerning the MMC Rate Model, the monthly bills issued from the City to the MMC, the MMC's system for charging its customers and the terms and conditions of this Agreement.

(f) The City, upon request will provide billing administration and other services to the MMC in return for an additional payment in an amount to be agreed upon before the services are performed. The MMC will provide the City with its schedule of charges and meter readings, if requested.

(g) The City may charge for miscellaneous and other charges, excluding stipulated penalties that the City may incur pursuant to provisions of its CSO Consent Decree, to the MMC unilaterally where required by U.S. EPA, Ohio EPA or a Court. The City will document those charges upon request by the MMC. The City agrees that any such charges will require notification to the MMC.

(h) The parties agree that either party has a maximum of 90 days after the billing date of a bill to either correct errors or claim any error as to any computations or application of agreement factors or formulas, flow readings or other data relative thereto for that previous year.

(i) The MMC shall have an opportunity to review any list of future projects that are not included in the formulary and for which the City intends to charge the MMC. The parties agree that if the MMC dispute any additional charges resulting from these future projects, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation, or some other dispute resolution procedure.

Section 5. INDUSTRIAL COST RECOVERY SYSTEM

If required by Ohio EPA, U.S. EPA, or the Permit, the City and the MMC shall develop and implement an Industrial Cost Recovery System for the MMC Service Area and the City's service area that meets all of the requirements of Ohio EPA, U.S. EPA, and/or the Permit, in accordance with Federal Regulation 40 CFR 35.928. The purpose of the Industrial Cost Recovery System is to recover from industrial users all federal funds that are used to construct sewage treatment facilities that serve the industrial user class.

Section 6. NPDES PERMIT

(a) The MMC shall comply with all applicable requirements of the Permit and other permits of whatever nature that the City may obtain in the future regulating the discharge of wastewater, the Akron Sewer System and/or the WRF. The MMC shall be liable for, and shall reimburse the City for any fine, penalties, costs and/or damages incurred by the City for the MMC failure to comply with the Permit. The City will provide the MMC timely notice of said fine, penalties, costs and/or damage, and the opportunity to respond to such a claim with the applicable authority assuming the same is provided to the City.

(b) If any changes to the Permit, either requested by the City or imposed by a regulating authority, have the potential to impact a MMC, the City will notify the MMC when they become aware and discuss with the MMC the impact of the changes to the MMC.

Section 7. WASTEWATER MONITORING AND SAMPLING

(a) The MMC has constructed, in accordance with the City's specifications, wastewater metering stations, sampling stations, and appurtenances (the "Meter"). The City shall have the right to inspect the Meter and require such changes as are necessary to meet the City's specifications. The Meter shall be equipped with devices to collect and preserve composite wastewater samples and accurately measure the volume of flow through the connection.

(b) The Meter shall be operated and maintained by the City and under its control. Provided however, the MMC shall be responsible for the operation and maintenance of the conveyance components to and through the Meter structure, which includes but not limited to the flume, weir, pipe, and flow channel. The City may, however, permit the MMC to operate, maintain and control any additional installations, as long as such additional installations do not interfere with the operation of the Meter. The City shall periodically, but in no event less than annually, employ the services of qualified personnel to calibrate the Meter. Both parties shall have the right to analyze a portion of any sample collected and to conduct sampling and gauging programs using the stations either under the supervision of the City or the MMC. The MMC will receive reasonable notification of the date and time of the testing and will be allowed to be present as an observer.

(c) Should the Meter fail to properly measure the volume or strength of wastewater, the volume and strength for such period of failure shall be computed either by multiplying the hours of such failure times the hourly average for the 24 hours immediately preceding and the 24 hours immediately following such failure or by any other method or period of time as agreed to by the parties to more accurately reflect the volume and strength for such period of failure.

(d) The MMC shall pay for the expense of repairing, reconstructing, rebuilding, replacing, operating, maintaining and calibrating the Meter and any appurtenances that serve it.

(e) For the portions of flow from the MMC that is within the MMC Service Area that connects directly to Akron's sewer system (i.e. "non-metered flow"), the MMC will pay a flat rate based on the total number of benefits connected to the meter. The flat rate will be determined by total number of flat rate customers, times 400 gallons per day, times 30 days.

For the portions of flow from Akron through the MMC Service Area that connects directly to Akron's sewer system, Akron will deduct the MMC total flow based on the total number

of benefits connected to the meter. The flat rate will be determined by total number of flat rate customers, times 400 gallons per day, times 30 days.

For the purposes of this Section 7(e) “benefit” means a sewage or wastewater discharge of 400 gallons per day which is the estimated flow from a single-family dwelling.

Section 8. INDUSTRIAL WASTEWATER DISCHARGES

(a) The MMC shall either (i) enact and enforce an industrial wastewater ordinance or resolution that establishes standards for permissible industrial wastewater discharge into the MMC sewerage system that shall be at least as stringent as the standards established in Chapter 50, as may be amended from time to time in the future, or (ii) enter into a separate agreement with the City for the inspection and enforcement of industrial dischargers in the MMC Service Area.

The MMC agrees to either:

- (1) Monitor and furnish the City all data from industrial users, or
- (2) secure for the City the complete right of access to all industrial facilities of any industrial user that uses MMC'S sewerage system, in order to determine the volume of wastewater and strength of pollutant load contributed by such industrial user where necessary for City to meet the requirements of the Permit or other requirements. The MMC will receive reasonable notification of the inspection and will be allowed to be present as an observer.

(b) The MMC shall require each industry that discharges into the MMC Sewer System to agree in writing to comply with, and be subject to industrial wastewater effluent limits at least as stringent as the City's Chapter 50, as amended from time to time. The Industrial User shall apply to the permitting authority for a permit, and shall comply with all requirements of the Permit.

(c) The volume of wastewater and strength of pollutant of an Industrial User is subject to the City's approval in accordance with Chapter 50. The cost of constructing, operating, and maintaining any monitoring equipment required shall be paid by the Industrial User or users that it serves.

(d) The failure or refusal of the MMC or the MMC's Industrial User to participate in, or comply with this Section 8 may result in termination of sewer service through any means available to the City, including, but not limited to, a request to Ohio EPA and/or U.S. EPA for enforcement assistance. Termination may result only after the MMC is notified by the City of breach of this subsection of the Agreement and is given 90 days to cure the breach.

Section 9. WASTEWATER DISCHARGES

(a) The MMC shall not, without approval from the City, discharge into the City sewerage system volumes of wastewater greater than the flow rates listed below:

	VOLUME IN MILLION GALLONS PER DAY
Average Annual Flow	5.5
Maximum Daily Flow	8.3
Maximum Hourly Flow	16.5

(b) If the MMC exceeds the maximum volumes set forth in Section 9(a), above, then the MMC shall be liable to the City for any fees, penalties, fines or other damages incurred by the City, including but not limited to damages to the City’s Sewer System and/or the WRF for the excess flows from the MMC. At the City’s request, the MMC shall undertake a sewer system evaluation study (“SSES”) to evaluate the source of, and potential control of, excess I&I into the MMC Sewer System that is being discharged into the City’s Sewer System. If the MMC fails or refuses to undertake the SSES, or undertake reasonable, cost effective measures to control excess I&I, then the City may, at its sole discretion, do any of the following: (i) terminate this Agreement and the MMC’s authorization to discharge into the City’s Sewer System; (ii) self-perform or require the performance of work, which work shall be paid for by the MMC, in the MMC to reduce the levels below the maximum allowed, and/or (iii) increase the Rate by 10% for the volume of wastewater that exceeds the limit in Section 9(a).

(c) The MMC and the City may periodically analyze the need for additional sewerage system capacities. If the MMC requests additional capacity in the Akron Sewer System, the City, in its sole discretion, may provide the MMC with additional capacity, subject to acceptable terms and conditions regarding the financing and payment of additional infrastructure, including those elements of the Long Term Control Plan that will benefit the MMC for the transportation, storage, or treatment of the MMC’s wastewater.

(d) The MMC shall deliver its allowable wastewater at points of entry to the City sewerage system approved by the City.

Section 10. CONTRACT WITH ULTIMATE RECIPIENT OF SEWER SERVICE

In order to perform or require the performance of any or all of the duties and responsibilities set forth in this Agreement, when required by the Ohio EPA, U.S. EPA or the Permit, the City may require that Users execute a contract incorporating the terms of this Agreement and Chapter 50, which may require an amendment to the this Agreement.

Sewer rules and regulations promulgated by the MMC shall not conflict with this Agreement or Chapter 50. The failure or refusal of recipient User to execute a contract of sewer service shall subject the MMC or that User to enforcement through those means available to the City including, but not limited to, a request to Ohio EPA and/or U.S. EPA for enforcement assistance.

Section 11. CITY TO PERFORM FUNCTIONS OF A CLEAN WATER SECTION 208 MANAGEMENT AGENCY.

The City has undertaken the duties and responsibilities of a Designated Management Agency pursuant to Section 208 of the federal Clean Water Act. The MMC agrees to support such designation by executing any documents introducing and actively supporting any ordinances or resolutions, and agreeing to amend this Agreement as may be necessary to permit the City to, at all times, continue to function as a Designated Management Agency and meet the legal requirements of U.S. EPA, Ohio EPA, Northeast Ohio Four County Regional Planning and Development Organization or successor Ohio law.

The MMC agrees that the City of Akron is the Designated Management Agency for Service Area pursuant to Section 208 of the federal Clean Water Act.

If MMC fails or refuses to comply with this Section 11, the MMC shall be in breach of this Agreement, and the City may, in its sole discretion, pursue any remedies that the City determines to be appropriate, including, but not limited to damages and/or an order requiring the MMC's compliance with this Agreement. In addition, the City may terminate this Agreement and the sewer service to the MMC only after the MMC is notified by the City of breach of this subsection of the Agreement and is given 90 days to cure the breach.

Section 12. ALL FACILITIES SUBJECT TO CITY OF AKRON APPROVAL OR DISAPPROVAL; AND OTHER CITY STANDARDS REQUIREMENTS

The parties hereto agree:

(a) To cooperate to enforce the specific terms of this Agreement as well as the intent and requirements of the Permit, the Consent Decree, the federal Clean Water Act, Chapter 6111 of the Ohio Revised Code, and all other laws relating to control or pollutants, and any and all of any amendments relating thereto, and regulations promulgated thereunder.

(b) That the operation, maintenance, control, construction, replacement, connection, extension, addition, and any use by anyone by whatever means, of any and all facilities, whether public or private, related directly or indirectly to the MMC Sewer System, the Service Area, the Akron Sewer System and this Agreement are subject to MMC approval or disapproval to an extent no less than required for the City to perform under this Agreement. The MMC agrees to provide preliminary construction plans and as-built

drawings within 3 months after completion of construction of system improvements. City approval of construction plans is not required. MMC agrees that City may require the performance of any act by its and any other governmental subdivision in the Facilities Planning Area in order to carry out the intent of the federal Clean Water Act, and the MMC waives any defenses or claim of defense, notwithstanding the foregoing, where such defenses or claim of defense are contrary to or inconsistent with the intent of this Agreement. The City has no duties and responsibilities unless required by this Agreement, the Consent Decree, Ohio EPA, U.S. EPA, the Permit, or other permits.

(c) That the MMC shall, prior to providing sewer or other service to any area not currently served by the sewerage system served by City, furnish to the City an analysis and sewer system capacity impact study that shall be subject to approval or disapproval by the City (Sewer Bureau Manager), when required, as to compliance with this Agreement and includes: (1) ultimate average daily flow, peak daily flow and peak hourly flow (2) points of connection to the City sewer system, (3) methods of controlling point sources, and (4) such additional information as the City may deem necessary.

(d) That the City may temporarily, or for such period of time which is necessary, restrict, reroute, divert, or shut off sewer or other service under this Agreement (1) to attempt to preserve the WRF or any other facilities or in the event of any other emergency; (2) as may be required by the U.S. EPA or other Agency of Jurisdiction; (3) to repair, construct, maintain, operate, extend, enlarge, replace, improve quality, regulate flows of acceptable wastes to or from facilities, or (4) to otherwise carry out either the specific terms of this Agreement or the intent and requirements of U.S. Public Law 92-500, U.S. Public Law 95-217, all other laws relating to control of pollutants and any and all of any amendments relating thereto, together with Ohio EPA and Ohio law.

(e) That any diversion of flows within the MMC service area is the responsibility of the parties having jurisdiction over the areas involved.

(f) That the breach of, failure or refusal by the MMC or any User hereto to perform under the terms of this Agreement shall subject the MMC to termination of sewer or other service through any means available to the City, including but not limited to the restrictions contained herein and also including a request by City to Ohio EPA and/or U.S. EPA for enforcement assistance. The City shall permit the MMC reasonable time to comply, if permitted by Ohio EPA, U.S. EPA and any Court of competent jurisdiction.

(g) That the City is the owner of the WRF and various facilities and either the MMC or the City owns the sewer facilities shown on Exhibit A and that, at no time during this Agreement, shall such ownership change or an equity interest be acquired without legislative authorization by the respective owner. The ownership of such facilities may be revised from time to time by authorization of appropriate Council Ordinances.

Section 13. TERM

(a) The term of this Agreement shall be until January 1, 2040, provided, however, that the City may terminate at any time as to the MMC or User that violates any of the provisions of this Agreement. This Agreement will continue following the initial term unless a party provides a written notice of termination. Any notice of termination by the MMC will not be effective for five years. Nothing in this Section 13(a) shall be deemed to limit any early termination provisions included in this Agreement. Prior to termination, the parties agree that the Service Directors (Or authorized Representative) of the respective organization should enter into non-binding negotiations in good faith to resolve any outstanding issues. If negotiations are not successful, The City may not terminate this Agreement for breach of any of its provisions without first giving the MMC notice of breach of the Agreement in writing and 90 days to cure such breach. The parties further agree to negotiate in good faith to resolve any controversy arising from this Agreement.

The parties recognize and understand that under this Agreement the City will be installing significant improvement to the Akron Sewer System and the WRF, that such improvements will be sized, in part, to handle flow from the MMC, and that the City is relying upon continued service to the MMC, beyond the term of this Agreement. If the MMC refuses to agree to extend the term of this Agreement, or refuses to enter into a new Agreement for continued service, then the MMC shall be liable to the City for the MMC's share of the remaining debt on the improvements that are made to the Akron Sewer System during the term of this Agreement.

(b) Should the Ohio EPA or U.S. EPA or any similar agency having jurisdiction over City's Sewage System and/or the WRF require changes in this Agreement or in the sewage system and/or the WRF, such changes shall be made if such agency is authorized to do so under Ohio or federal law.

Section 14. FACILITIES PLANNING

The parties agree, upon the effective date of this Agreement, to perform all duties and responsibilities that may be performed and subsequently to approve and to implement the Consent Decree as the same shall be amended from time to time and to use their best efforts to continue any planning required by the Ohio EPA and/or the U.S. EPA.

Section 15. ALL POINT SOURCE DISCHARGES

The MMC specifically agrees to be responsible for the control of all point source discharges within the Service Area of this Agreement to the extent necessary to meet the continuing requirements of this Agreement, the Consent Decree, the Ohio EPA, U.S. EPA, or of the

Permit, or other permits held by the City subject to control and direction by City as a Designated Management Agency for point sources and nonpoint sources where required.

Section 16. ASSIGNMENT

Neither the City nor the MMC shall assign its rights or duties under this Agreement without the written consent of City or the other party. The foregoing sentence does not prohibit the assignment of this Agreement to a purchaser of the Akron Sewer System.

Section 17. RELEASE

(a) The MMC shall release the City from any and all loss, damage, or claim arising from any action or inaction of the MMC or User that results in a violation of the Permit, any statute or any applicable rule or regulation, whether or not such action or inaction was permitted or prohibited by the terms of this Agreement. Loss, damage, or claim shall include but not necessarily be limited to the repayment of any Grant monies, the failure to receive any grant monies, and the payment of any fines, assessments, or judgments. The MMC and any User shall not appeal any aspects involving criminal liability or injunctive type actions including but not limited to a building ban. To the extent City has actual knowledge, City shall use its best efforts to provide written notice as soon as possible of such violation to MMC.

(b) The MMC shall release the City from any claim, costs, loss, damage, and/or obligation whatsoever arising from any and all causes connected with the construction, operation, maintenance, and control of the User's sewer.

Section 18: MISCELLANEOUS

(a) The effective date of this Agreement shall be the date this Agreement has been fully executed by the parties.

(b) All prior agreements for sewer service between or among the parties shall be terminated and of no further force or effect.

(c) This Agreement may be signed in any number of counterparts, the total of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

CITY OF AKRON, OHIO

By _____
Daniel Horrigan, Mayor

Approved as to form and correctness:

Eve V. Belfance
Director of Law
City of Akron, Ohio

CITY OF CUYAHOGA FALLS, OHIO

By _____
Don Walters
Mayor

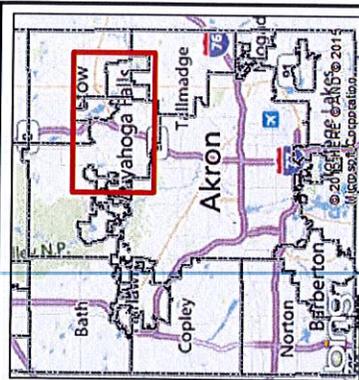
Approved as to form and correctness:

Russell W. Balthis
Law Director

EXHIBIT A

Service Areas

Cuyahoga Falls Master Meter Districts



Legend

- Main St Meter station
- Howe Rd Meter Station
- Babb Rd Meter Station

Master Meter Districts

- Main St Master Meter
- Howe Rd Master Meter
- Babb Rd Master Meter



Map displays an approximate representation of the service area.



Date: 8/28/2015

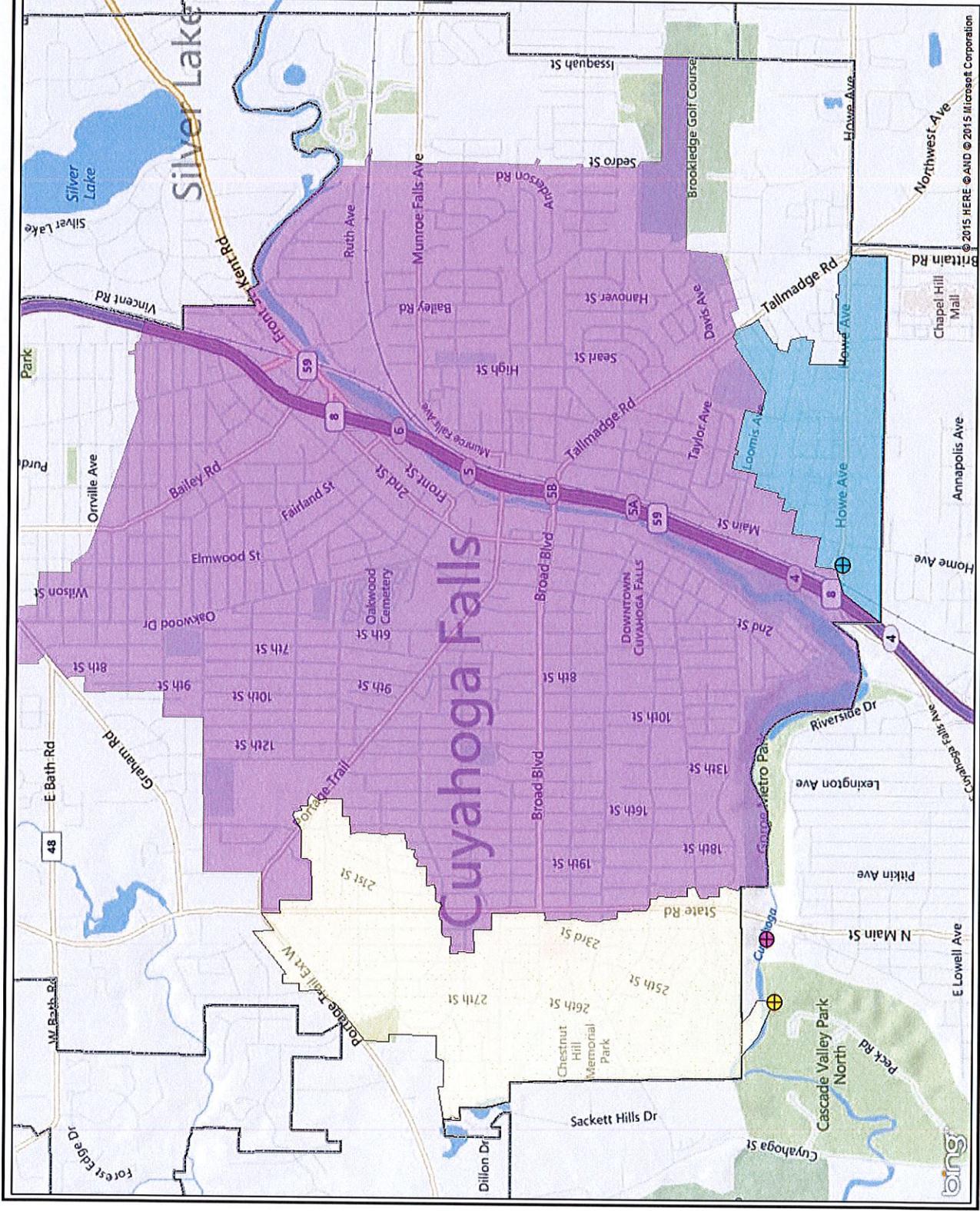


EXHIBIT B
MMC MONTHLY BILL CALCULATION

1. Total Metered Flow to Akron in millions of gallons (MG) x Rate per MG = Total Flow Charges.

2. Less/Plus Extra Strength Charges for BOD
 - a. MG of flow x 8.34 x average sampled BOD concentration in milligrams per liter (mg/L) = pounds (lbs) of BOD
 - b. LESS MG of flow x 8.34 x 182 mg/L = allowable lbs of BOD
 - c. Lbs of BOD x rate per lb of BOD = credit or surcharge for BOD

3. Less/Plus Extra Strength Charges for SS
 - a. MG of flow x 8.34 x average sampled SS concentration in milligrams per liter (mg/L) = pounds (lbs) of SS
 - b. LESS MG of flow x 8.34 x 290 mg/L = allowable lbs of SS
 - c. Lbs of SS x rate per lb of SS = credit or surcharge for SS

4. Plus Billing Charge

5. Plus Automatic Clearing House (“ACH”) Charge

6. Plus all Miscellaneous Charges, including, but not limited to meter calibration charges.

7. Equals Net Current Billing

EXHIBIT C
MMC RATE MODEL

City of Akron Master Meter Rate Model 2016 Update

2016 Master Metered Suburban Allocations

	Cuyahoga Falls			Montrose			MudBrook			Lakemore			Tallmadge			Springfield		
	Total MM	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	Percent	Dollars (\$)	
Waste Treatment (O&M)																		
Volume	1,933,688	19.83%	383,529	19.83%	149,787	39.75%	768,563	6.35%	122,804	16.98%	328,310	9.34%	180,685	16.98%	328,310	9.34%	180,685	
BOD	2,408,437	23.73%	571,571	23.73%	236,981	47.15%	1,135,530	3.35%	80,703	10.25%	246,929	5.88%	136,823	10.25%	246,929	5.88%	136,823	
Suspended Solids	2,601,987	21.86%	566,815	21.86%	190,080	50.32%	1,309,221	3.41%	88,667	11.47%	298,360	5.64%	146,844	11.47%	298,360	5.64%	146,844	
Subtotal	6,944,112	21.95%	1,523,915	21.95%	576,848	46.27%	3,213,314	4.21%	292,174	12.58%	873,498	6.69%	464,363	12.58%	873,498	6.69%	464,363	
Waste Treatment (Replacement)																		
Volume	645,879	19.83%	128,104	19.83%	50,031	39.75%	256,711	6.35%	41,018	16.98%	109,660	9.34%	60,355	16.98%	109,660	9.34%	60,355	
BOD	45,217	23.73%	10,731	23.73%	4,449	47.15%	21,519	3.35%	1,515	10.25%	4,634	5.88%	2,589	10.25%	4,634	5.88%	2,589	
Suspended Solids	13,125	21.86%	2,869	21.86%	959	50.32%	6,604	3.41%	447	11.47%	1,505	5.64%	741	11.47%	1,505	5.64%	741	
Subtotal	704,221	20.12%	141,704	20.12%	55,439	40.42%	284,634	6.10%	42,981	16.44%	115,799	9.04%	63,684	16.44%	115,799	9.04%	63,684	
Total (O&M and Replacement)	7,648,333		1,665,619		632,287		3,497,948		335,154		989,297		528,027		989,297		528,027	
Waste Collection (O/M)																		
Trunk Sewers	484,172	19.83%	96,031	19.83%	37,505	39.75%	192,439	6.35%	30,749	16.98%	82,205	9.34%	45,244	16.98%	82,205	9.34%	45,244	
Local Sewers	484,172		96,031		37,505		192,439		30,749		82,205		45,244		82,205		45,244	
Subtotal																		
Waste Collection Replacement																		
Trunk Sewers	606,536	19.83%	120,307	19.83%	46,983	39.75%	241,074	6.35%	38,520	16.98%	102,980	9.34%	56,678	16.98%	102,980	9.34%	56,678	
Local Sewers	606,536		120,307		46,983		241,074		38,520		102,980		56,678		102,980		56,678	
Subtotal																		
Infiltration Inflow																		
Collection O&M	133,656	19.83%	26,509	19.83%	10,353	39.75%	53,123	6.35%	8,488	16.98%	22,693	9.34%	12,490	16.98%	22,693	9.34%	12,490	
Trunk Sewers	533,794	19.83%	105,873	19.83%	41,349	39.75%	212,162	6.35%	33,900	16.98%	90,630	9.34%	49,881	16.98%	90,630	9.34%	49,881	
Local Sewers	46,121	19.83%	9,148	19.83%	3,573	39.75%	18,331	6.35%	2,929	16.98%	7,831	9.34%	4,310	16.98%	7,831	9.34%	4,310	
Volume	713,571		141,590		55,274		283,616		45,317		121,153		66,680		121,153		66,680	
Subtotal (O&M)																		
Collection (Replacement)	167,434	19.83%	33,209	19.83%	12,970	39.75%	66,548	6.35%	10,633	16.98%	28,428	9.34%	15,646	16.98%	28,428	9.34%	15,646	
Trunk Sewers	178,281	19.83%	35,360	19.83%	13,810	39.75%	70,860	6.35%	11,322	16.98%	30,269	9.34%	16,660	16.98%	30,269	9.34%	16,660	
Local Sewers	233	19.83%	46	19.83%	18	39.75%	93	6.35%	15	16.98%	40	9.34%	22	16.98%	40	9.34%	22	
Subtotal Replacement	345,948		68,616		26,798		137,500		21,970		58,737		32,327		58,737		32,327	
Collection & Treatment of (I/I)	1,059,519		210,146		82,072		421,116		67,288		179,890		99,008		179,890		99,008	
Total (O&M and Replacement)	1,090,708		216,332		84,488		433,513		68,268		185,185		101,922		185,185		101,922	
Field Monitoring	157,151	19.83%	31,169	19.83%	12,173	39.75%	62,461	6.35%	9,980	16.98%	26,682	9.34%	14,685	16.98%	26,682	9.34%	14,685	
Debt Metered Discharge																		
Volume	1,245,895	19.83%	247,112	19.83%	96,509	39.75%	495,193	6.35%	79,124	16.98%	211,533	9.34%	116,424	16.98%	211,533	9.34%	116,424	
BOD	1,316,572	23.73%	312,449	23.73%	128,546	47.15%	620,737	3.35%	44,116	10.25%	134,929	5.88%	74,794	10.25%	134,929	5.88%	74,794	
Suspended Solids	1,125,526	21.86%	246,049	21.86%	82,222	50.32%	566,522	3.41%	38,354	11.47%	129,060	5.64%	63,550	11.47%	129,060	5.64%	63,550	
Subtotal	3,687,993	21.84%	805,610	21.84%	308,277	45.61%	1,682,253	4.38%	161,594	12.89%	479,522	6.91%	254,738	12.89%	479,522	6.91%	254,738	
Debt I/I	363,870	19.83%	72,170	19.83%	28,186	39.75%	144,624	6.35%	23,109	16.98%	61,779	9.34%	34,002	16.98%	61,779	9.34%	34,002	
Total I/I	1,423,389		282,316		110,258		565,740		90,396		241,669		133,010		241,669		133,010	
Total MM Revenue Requirements	14,007,574		3,007,046		1,147,483		6,241,915		666,393		1,918,355		1,032,382		1,918,355		1,032,382	

2016 Allocations Retail Service Area

	Residential			Commercial			Suburban			City			Suburban		
	Total Amount (\$)	Percent	Amount (\$)	Total Amount (\$)	Percent	Amount (\$)	Total Amount (\$)	Percent	Amount (\$)	Total Amount (\$)	Percent	Amount (\$)	Total Amount (\$)	Percent	Amount (\$)
Waste Treatment (O&M)															
Volume	2,254,248	92.25%	1,446,481	7.75%	121,471	476,785	84.70%	403,639	15.30%	72,946	209,511	90.38%	185,365	9.62%	20,146
BOD	3,380,080	92.25%	1,691,896	7.75%	142,081	997,950	84.70%	845,268	15.30%	152,681	548,154	90.38%	495,446	9.62%	52,708
Suspended Solids	5,500,828	92.25%	2,577,058	7.75%	216,414	1,898,884	84.70%	1,438,963	15.30%	259,921	1,008,471	90.38%	911,501	9.62%	96,971
Subtotal	11,135,155		5,715,455		479,966	3,173,619		2,688,071		485,548	1,766,136		1,586,311		169,824
Waste Treatment (Replacement)															
Volume	752,950	92.25%	483,145	7.75%	40,573	159,253	84.70%	134,868	15.30%	24,365	89,979	90.38%	83,250	9.62%	6,729
BOD	63,469	92.25%	31,765	7.75%	2,667	18,736	84.70%	15,869	15.30%	2,867	10,291	90.38%	9,301	9.62%	980
Suspended Solids	27,747	92.25%	12,959	7.75%	1,092	8,569	84.70%	7,258	15.30%	1,311	5,087	90.38%	4,598	9.62%	489
Subtotal	844,156		527,909		44,332	186,558		158,016		28,542	89,857		77,169		8,208
Total (O&M and Replacement)	11,979,311		6,243,344		524,298	3,360,177		2,846,086		514,091	1,851,493		1,673,461		178,032
Waste Collection (O/M)															
Trunk Sewers	584,436	92.25%	382,566	7.75%	30,415	119,381	84.70%	101,116	15.30%	18,265	52,459	90.38%	47,415	9.62%	5,044
Local Sewers	1,832,184	92.25%	1,175,657	7.75%	96,728	387,516	84.70%	328,228	15.30%	59,288	170,283	90.38%	153,909	9.62%	16,374
Subtotal	2,396,620		1,566,981		128,143	506,897		429,344		77,553	222,742		201,324		21,418
Waste Collection Replacement															
Trunk Sewers	707,085	92.25%	453,714	7.75%	38,102	149,552	84.70%	126,671	15.30%	22,881	65,717	90.38%	59,398	9.62%	6,319
Local Sewers	2,701,998	92.25%	1,738,769	7.75%	145,599	571,486	84.70%	484,051	15.30%	87,435	251,124	90.38%	226,977	9.62%	24,147
Subtotal	3,409,083		2,197,504		183,700	721,038		610,723		110,315	316,841		286,375		30,466
Total (O&M and Replacement)	5,805,703		3,725,341		312,844	1,227,935		1,040,067		187,868	598,583		487,699		51,884
Infiltration Inflow															
Collection O&M	1,402,426	92.25%	898,884	7.75%	75,570	286,620	84.70%	251,239	15.30%	45,381	130,342	90.38%	117,809	9.62%	12,533
Locals	2,683,824	92.25%	1,722,192	7.75%	144,625	587,663	84.70%	480,813	15.30%	86,850	249,444	90.38%	225,458	9.62%	23,986
Treatment O&M															
Volume	5,601,011	92.25%	3,583,995	7.75%	301,813	1,184,642	84.70%	1,003,398	15.30%	181,244	520,560	90.38%	470,505	9.62%	50,055
Suspended Solids	483,938	92.25%	310,528	7.75%	25,077	102,355	84.70%	86,695	15.30%	15,660	44,977	90.38%	40,653	9.62%	4,325
Subtotal (O&M)	10,171,298		6,528,609		548,686	2,151,280		1,822,145		329,195	945,323		854,425		90,696
Collection (Replacement)															
Treatment (Replacement)	5,714,947	92.25%	3,667,106	7.75%	307,953	1,208,740	84.70%	1,023,809	15.30%	184,931	531,148	90.38%	480,075	9.62%	51,073
Volume	1,870,669	92.25%	1,200,350	7.75%	100,802	395,656	84.70%	335,123	15.30%	60,533	173,861	90.38%	157,143	9.62%	16,718
Suspended Solids	2,443	92.25%	1,567	7.75%	132	517	84.70%	438	15.30%	79	227	90.38%	205	9.62%	22
Subtotal Replacement	7,588,059		4,869,023		408,667	1,604,913		1,359,369		245,544	705,236		637,423		67,813
Collection & Treatment of (U)	17,759,357		12,352,905		956,573	3,756,193		3,181,514		574,679	1,650,559		1,491,848		158,711
Field Monitoring															
Debt	400,789														
Entire System	9,487,632	92.25%	5,421,504	7.75%	485,282	2,395,132	84.70%	2,028,688	15.30%	366,444	1,225,714	90.38%	1,107,954	9.62%	117,860
Local	2,100,557	92.25%	1,347,663	7.75%	113,190	444,278	84.70%	376,306	15.30%	67,972	195,226	90.38%	176,454	9.62%	18,772
Subtotal	11,598,189		6,769,367		598,472	2,839,410		2,404,994		434,416	1,420,940		1,284,908		136,632
Total RSA Revenue Requirements	47,543,350		30,486,271		2,362,397	11,183,715		9,472,661		1,711,054	5,963,364		5,299,567		563,797
Totals from MM Allocations	14,007,574														
Grand Total	61,550,924														

INPUT DATA FOR 2016 MM Update

Values Used More Than Once

OPERATIONAL INPUT DATA

Volume Treated @ WPCS
 Total B.O.D. @ WPCS
 Inflow/Infil. @ 25 Mg/L S.S.
 Total S. S. @ WPCS

26,063.40 MG/YR
 14.98 MIL. #/YR
 1.79 MIL. #/YR
 28.85 MIL. #/YR

FLOW BY USER GROUPS (MG/Year)

	Total	Akron	Suburban	
Metered Discharge				
Residential	3,959.03	3,652.32	306.71	92.25%
Commercial	1,203.87	1,019.68	184.19	84.70%
Industrial	529.01	478.14	50.87	90.38%
Master Metered Suburban				
CuyahogaFalls	968.40			
Montrose	378.21			
MudBrook	1,940.60			
Lakemore	310.08			
Tallmadge	828.97			
Springfield	456.25			

M/ BY USER GROUPS (MG/Year)

	Total	Akron	Suburban
Total M/	15,488.99		
Trunk	5,637.99		
Local	9,851.00		
M/			
Residential	14,141.28	9,074.02	762.01
Commercial	9,836.03	2,533.35	457.60
Industrial	2,990.95	1,187.92	126.38

Master Metered Suburban

1,347.71
 CuyahogaFalls 267.31
 Montrose 104.40
 MudBrook 535.66
 Lakemore 85.59
 Tallmadge 228.82
 Springfield 125.94

Unbilled Discharge (Est)

Akron City 12,795.29 MG/YR
 Outside City 1,345.99 MG/YR
 Master Metered Suburban 1,347.71 MG/YR

INPUT DATA FOR 2016 MM Update

Values Used More Than Once

LOADINGS BY USER GROUPS

	<u>BOD (mg/l)</u>	<u>SS (mg/l)</u>
Residential	190	285
Commercial	340	570
Industrial	425	770
Master Metered Suburban		
Cuyahoga Falls	242	237
Montrose	257	203
Mud Brook	240	273
Lakemore	107	116
Tallmadge	122	145
Springfield	123	130

USER CLASS (# OF CUSTOMERS)

Residential	72,754
Commercial	3,482
Industrial	821

SAMPLES PROCESSED

Industrial	535
Master Meter Suburban	1,093

INPUT DATA FOR 2016 MM Update

Values Used More Than Once

FINANCIAL INPUT DATA

TREATMENT FUNCTIONS (ANNUAL COSTS):

WPCS Administration	\$ 1,573,521
Preliminary Treatment	\$ 725,125
Primary Treatment	\$ 1,203,708
Secondary Treatment	\$ 1,631,531
Secondary Sludge	\$ 493,085
Renewable Energy Facility	\$ 10,170,470
Primary Sludge	\$ 246,543
Disinfection	\$ 311,804
Lab. Anal. (Plt. & River)	\$ 558,346
Field Monitoring & Waste	
Discharge Analysis	\$ 507,588 Includes Pretreatment \$
Pretreatment Program	\$ 183,747
Bureau Administration	\$ 323,841
	\$ 7,880,350
Total	\$ 25,302,070

OTHER ANNUAL COSTS

Sewer Maintenance Cost	\$ 7,100,800
Replacement Cost For WPCS	\$ 3,600,000
Replacement Cost For Sewage Collection System	\$ 9,898,000
Total	\$ 20,598,800

DEBT SERVICE ALLOCATION

	VOLUME	BOD	SS	TOTAL
Local	\$ 2,100,557	\$ -	\$ -	\$ 2,100,557
Allocation to all User classes	\$ 6,650,742	\$ 3,164,294	\$ 3,734,459	\$ 13,549,495
Totals	\$ 8,751,299	\$ 3,164,294	\$ 3,734,459	\$ 15,650,051
			TOTAL REVENUE NEEDS	\$ 61,550,921

2016 Budgeted Costs - Fund 51001

Division	Description	Sewer Bureau Administration	Sewer Utilities Field Operations	WPCS Treatment Plant	WPCS Water Quality Control Lab	WPCS Renewable Energy Facility	Total
		114100	114200	114400	114500	114600	
61015	Salary	-	2,957,000.00	2,274,910.00	-	-	5,231,910.00
61025	Part Time	-	110,000.00	20,740.00	-	-	130,740.00
61058	Overtime	-	160,000.00	225,000.00	-	-	385,000.00
61065	Longevity Pay	-	31,000.00	36,500.00	-	-	67,500.00
61070	Leave Purchase	-	-	-	-	-	-
61075	Bonus Pay	-	24,000.00	18,890.00	-	-	42,890.00
61085	Payroll Uniform Allowance	-	4,000.00	180.00	-	-	4,180.00
62005	Health Benefits	-	1,107,000.00	882,000.00	-	-	1,989,000.00
62025	Worker's Compensation	-	98,580.00	76,720.00	-	-	175,300.00
62030	Unemployment Compensation	-	-	75,100.00	-	-	75,100.00
62035	Medicare Insurance	-	47,650.00	37,080.00	-	-	84,730.00
62040	PERS-City Share	-	460,040.00	358,030.00	-	-	818,070.00
62042	PERS-Acrued Liability	-	-	-	-	-	-
62065	Retirement Payout	-	60,000.00	138,000.00	-	-	198,000.00
62070	VSP Payout	-	-	-	-	-	-
Subtotal		-	-	-	-	-	9,202,420.00
70002	Food & Provisions	-	-	-	-	-	-
70004	Postage	-	-	400.00	-	-	400.00
70006	Landscaping Supplies	-	1,000.00	200.00	-	-	1,200.00
70008	Construction Materials	-	70,000.00	6,700.00	-	-	78,700.00
70010	Small Tool Supplies	-	-	3,800.00	-	-	3,800.00
70012	Plumbing Supplies	-	-	4,800.00	-	-	4,800.00
70014	HVAC Supplies	-	-	1,150.00	-	-	1,150.00
70016	Lighting Supplies	-	-	1,030.00	-	-	1,030.00
70017	Mechanical Supplies	-	80,000.00	269,600.00	-	-	349,600.00
70018	Electrical Supplies	-	16,200.00	49,300.00	-	-	65,500.00
70020	Office Supplies	-	-	1,700.00	-	-	1,700.00
70022	Fuel	-	-	40,100.00	-	-	40,100.00
70024	Oil	-	-	10,000.00	-	-	10,000.00
70025	Motor Vehicle Parts	-	-	4,900.00	-	-	4,900.00
70026	Motor Vehicle Supplies	-	10,650.00	3,240.00	-	-	13,890.00
70028	Janitorial Supplies	-	-	950.00	-	-	950.00
70030	Medical Supplies	-	-	560.00	-	-	560.00
70032	Chemical Supplies	-	2,500.00	165,600.00	-	-	168,100.00
70038	Computer Software and Supplies	-	3,000.00	2,900.00	-	-	5,900.00
70040	Other Supplies	-	60,900.00	23,000.00	-	-	83,900.00
70102	Engineering Contractual Services	-	-	-	-	-	-
70106	Legal Contractual Services	350,000.00	3,800.00	8,700.00	-	-	372,500.00
70110	Consulting Contractual Services	56,850.00	58,640.00	53,790.00	-	-	169,280.00
70112	Duplicating and Printing Services	-	4,000.00	1,640.00	-	-	5,640.00
70116	Landscaping & Parks Services	-	17,970.00	-	-	-	17,970.00
70118	Elevator & Contractual Services	-	-	-	-	-	-
70120	HVAC Contractual Services	-	-	98,200.00	-	-	98,200.00
70122	Custodial Contractual Services	-	12,500.00	53,020.00	-	-	65,520.00
70126	Other Contractual Services	-	100,000.00	167,470.00	-	-	267,470.00
70127	Special Services	45,000.00	45,000.00	59,000.00	-	-	149,000.00
70202	Maintenance of Land	-	-	31,200.00	-	-	31,200.00
70208	Maintenance of Streets	-	171,000.00	-	-	-	171,000.00
70210	Maintenance of Sewers	-	-	-	-	-	-

2016 Budgeted Costs - Fund 51001

	Sewer Bureau Administration	Sewer Utilities Field Operations	WPCS Treatment Plant	WPCS Water Quality Control Lab	WPCS Renewable Energy Facility	Total
	114100	114200	114400	114500	114600	
70216	Maintenance of Office Equipment	1,000.00	2,730.00	-	-	3,730.00
70218	Maintenance of Computer Equipment	-	1,200.00	-	-	1,200.00
70220	Maintenance of Buildings	4,770.00	60,300.00	-	-	65,070.00
70222	Maintenance of Motor Vehicles	58,000.00	5,000.00	-	-	63,000.00
70226	Maintenance of Water Systems	-	2,260.00	-	-	2,260.00
70230	Maintenance of Electrical Equipment	-	48,400.00	-	-	48,400.00
70234	Maintenance of Machinery and Tools	4,750.00	3,900.00	-	-	8,650.00
70236	Maintenance of Other Equipment	38,800.00	18,780.00	-	-	57,580.00
70240	Maintenance of Instruments	13,200.00	542,800.00	-	-	556,000.00
70302	Office Equipment and Furniture	-	6,500.00	-	-	6,500.00
70304	Machinery and Tools	-	4,050.00	-	-	4,050.00
70308	Instruments	-	11,600.00	-	-	11,600.00
70316	Other Equipment	-	-	-	-	-
70318	Computer Equipment	5,500.00	9,400.00	-	-	14,900.00
70322	Safety Related Equipment	3,370.00	5,770.00	-	-	9,140.00
70324	Computer Lic/Annual Report	-	-	-	-	-
70402	Subscriptions and Publications	-	-	-	-	-
70404	Travel	1,000.00	7,800.00	-	-	8,800.00
70406	Education and Certification	4,870.00	2,200.00	-	-	7,070.00
70408	Mileage Reimbursement Personal Car Use	-	-	-	-	-
70410	Advertising	-	-	-	-	-
70412	Appraisal Services	-	-	-	-	-
70414	Dues and Memberships	250.00	18,700.00	-	-	34,450.00
70415	Development Services	-	-	-	-	-
70416	Titles and Fees	500.00	-	-	-	500.00
70418	Recording Fees	-	-	-	-	-
70420	License Fees	6,500.00	48,000.00	-	15,600.00	70,100.00
70421	Other fees	-	-	-	-	-
70428	Judgements	-	-	-	-	-
70430	Claims	1,000.00	-	-	-	1,000.00
70432	Uniform Allowance-Non Payroll	-	7,300.00	-	-	21,820.00
70434	Salt Purchase	-	-	-	-	-
70436	Refunds	130,000.00	-	-	-	130,400.00
Subtotal						13,408,700.00
72005	Telephone	-	5,950.00	-	-	5,950.00
72050	Cellular Phone	-	4,160.00	-	-	15,460.00
72100	Gas	38,300.00	74,400.00	-	7,950.00	120,650.00
72110	Methane Gas	-	-	-	-	-
72150	Electric	226,000.00	844,800.00	-	18,700.00	1,089,500.00
72250	Tipping Fees	-	121,300.00	-	-	121,300.00
72300	I/F Water	-	-	-	-	-
72350	I/F Sewer	-	-	-	-	-
72400	Energy Conservation	-	-	-	-	-
Subtotal						1,352,860.00
73005	Principal Payments	-	-	-	-	19,600,000.00
73050	Interest Payments	-	-	-	-	3,000,000.00
73060	Debt Service to BPF	-	-	-	-	-
73100	Bond Issuance Expense	-	-	-	-	200,000.00
70039	Petty Cash	-	-	-	-	-
Subtotal						22,800,000.00

2016 Budgeted Costs - Fund 51001

	Sewer Bureau Administration	Sewer Utilities Field Operations	WPCS Treatment Plant	WPCS Water Quality Control Lab	WPCS Renewable Energy Facility	Total
74005	114100	114200	114400	114500	114600	
	-	42,670.00	6,960.00	-	-	49,630.00
74050	40,000.00	23,600.00	77,400.00	-	27,000.00	168,000.00
75005	1,000.00	-	-	-	-	1,000.00
Subtotal						218,630.00
76005	-	-	1,550.00	-	-	1,550.00
76050	-	970.00	-	-	-	970.00
76100	-	-	-	-	-	-
76150	81,000.00	3,950.00	90.00	-	-	85,040.00
Subtotal						87,560.00
78005	-	-	-	-	-	-
78010	-	-	-	-	-	-
78025	-	-	-	-	-	-
78035	-	-	-	-	-	-
78060	-	-	-	-	-	-
78065	-	-	-	-	-	-
78115	-	389,000.00	-	-	-	389,000.00
78120	-	-	-	-	-	-
78140	-	37,800.00	-	-	-	37,800.00
78145	-	-	-	-	-	-
Subtotal						426,800.00
80005	-	225,000.00	11,100.00	-	-	236,100.00
80010	-	-	-	-	-	-
80020	-	-	-	-	-	-
80025	-	6,500.00	6,530.00	-	-	13,030.00
80026	-	12,100.00	3,400.00	-	-	15,500.00
80027	-	2,100.00	5,660.00	-	-	7,760.00
80030	-	-	-	-	-	-
80035	-	120.00	660.00	-	-	780.00
80040	-	22,260.00	28,400.00	-	-	50,660.00
80045	-	-	-	-	2,700.00	2,700.00
80050	5,000,000.00	-	-	-	-	5,000,000.00
80055	-	98,800.00	-	-	-	98,800.00
80076	1,950,000.00	31,120.00	-	-	-	1,981,120.00
80240	-	-	-	-	-	-
80355	-	55,350.00	44,100.00	-	-	99,450.00
80365	-	-	-	-	-	-
80531	-	-	-	-	-	-
80535	-	-	-	-	-	-
80536	-	-	-	-	-	-
Subtotal	30,480,350.00	7,100,800.00	7,251,250.00	-	10,170,470.00	55,002,870.00
GRAND TOTAL						

Allocate Treatment Costs to Treatment Functions

CODE	DESCRIPTION	Percent of Total	WPCS COSTS \$	% Total*WPCS Costs
114430	PRELIMINARY TREATMENT	10.0%		\$725,125
114435	PRIMARY TREATMENT	16.6%		\$1,203,708
114440	SECONDARY TREATMENT	22.5%		\$1,631,531
114450	PRIMARY SLUDGE	3.4%		\$246,543
114455	DISINFECTION	4.3%		\$311,804
14505	LAB. ANAL. (PLT. & RIVER)	7.7%		\$558,346
114510	FIELD MONITORING & WASTE/ DISCHARGE ANALYSIS	7.0%		\$507,588
	ADMINISTRATIVE CONTROL	21.7%		\$1,573,521
114445	SECONDARY SLUDGE	6.8%		\$493,085
114405	BUREAU ADMINISTRATION			\$7,880,350
114600	Renewable Energy Facility			\$10,170,470
	TOTAL	100.0%		\$25,302,070

City of Akron
Wastewater System Capital Cost Allocations
Future Project Key

Project Type	Sewers-Trunks	Sewers-Local	Pumping-Trunks	Pumping-Local	Wet Weather-All Users	Wet Weather-Treatment	Mis Program Management-All Users	Mis Program Management-Akron Only	Total	Rationale
LTCP conveyance/storage	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	All users share in LTCP overall conveyance projects.
LTCP treatment	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%	All users share in LTCP treatment projects.
Sewer lines	36.40%	63.60%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	City GIS database referenced to identify trunks: local sewers.
Pump stations	0.00%	0.00%	36.40%	63.60%	0.00%	0.00%	0.00%	0.00%	100.00%	City GIS database identifies asset served - trunk vs local sewers.
Other non-LTCP projects	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	36.40%	63.60%	100.00%	TBU after purpose is identified.

CITY OF AKRON Cash-Funded Capital 2016

Capital Projects	Name	2016 Cash-Funded Projected Expense	Standard Allocation		
			Volume + I/I	B.O.D.	S.S
Replacement Cost for WPCS					
Annual Allocation 1	Annual Plant & Pump Station Renewal	5,000,000	97%	2%	1%
Leachate Revenue	Leachate Revenue	(400,000)	96%	3%	1%
<i>---> Insert all rows above this line</i>					
WPCS Subtotal		4,600,000			
Replacement Cost for Collection System					
CMOM	Cleaning / Inspection	6,500,000	100%		
P05108	Flow Monitoring/Rain Gauge	50,000	96%	3%	1%
Annual Allocation 4	Tree Planting	450,000	96%	3%	1%
Annual Allocation 8	Green Infrastructure Maintenance Program	40,000	96%	3%	1%
Annual Allocation 7	Sustainability Initiatives	1,000,000	96%	3%	1%
Annual Allocation 6	Miscellaneous Collection System Improvements	450,000	100%		
P15022	Hampton Ridge Pump Station	50,000	100%		
P15012	Tallmadge Ave- Firestone Sewer Lining	358,000	100%		
<i>---> Insert all rows above this line</i>					
Cash-funded capital		3,600,000			
	Net Replacement Cost for WPCS	9,898,000			
	Net Replacement Cost for Collection System				
Total Capital		13,498,000			

Cash-Funded Capital Allocation by Allocation Group

Description	Volume + I/I	B.O.D.	S.S	Total
Replacement Cost - WPCS	3,447,777	108,675	43,548	3,600,000
Replacement Cost - Collection System	9,832,883	46,489	18,629	9,898,000
Total	13,280,660	155,164	62,176	13,498,000

Capital Allocation Percentage

Functions	Costs shared	Direct/ Indirect	Volume + I/I	B.O.D.	S.S
Sewers-Trunks	All Users	Direct	100%		0%
Sewers - Local	Local only	Direct	100%		0%
Pumping- Trunks	All Users	Direct	100%		0%
Pumping- Local	Local only	Direct	100%		0%
Wet Weather - Trunks	All Users	Direct	100%		0%
Wet Weather - Local	Local only	Direct	100%		0%
Wet Weather - Treatment	All Users	Direct	100%		0%
Green Infrastructure- Trunks	All Users	Direct	100%		0%
Green Infrastructure- Local	Local only	Direct	100%		0%
Prelim. Treatment	All Users	Direct	75%		25%
Primary Treatment	All Users	Direct	40%	20%	40%
Secondary Treatment	All Users	Direct	20%	60%	20%
Primary Sludge	All Users	Direct	0%	36%	64%
Disinfection	All Users	Direct	100%	0%	0%
Lab Analysis (PLT & River)	Industrial (Akron) MM	Direct	100%	0%	0%
Field Monitoring & Waste Discharge Analysis	All Users	Direct	100%	0%	0%
Admin Control	All Users	Indirect	96%	3%	1%
CMOM - Local	Local only	Direct	100%		0%
CMOM- Trunks	All Users	Direct	100%		0%
Mis Program Management - All Users	All Users	Indirect	96%	3%	1%
Mis Program Management - Akron Only	Local only	Indirect	96%	3%	1%
Dissolved Air Flotation	All Users	Direct	0%	60%	40%
Allocation between Trunk sewer/all users and Local sewer/ Akron only					
Trunk Sewer					36.4%
Local Sewer					63.6%

Allocation of Flow, Strength of Wastewater, and Suspended Solids to User Classes

Total Annual Flow				Strength (BOD)				Suspended Solids							
MS/Yr	II	Total	Metered Discharge % of Total	II % of Total	Total	MG/L	Mill. #/Yr	% of Total	MG/L	Mill. #/Yr	% of Total	MG/L	Mill. #/Yr	% of Total	Master Meter System (%)
Volume at WPCS		26,063.40													
Metered Discharge & II (at source)															
Residential	3,959.03	9,836.03	13,795.06	37.44%	63.50%	52.93%	190	6.27	31.68%	285	9.41	34.48%			
Commercial	1,203.87	2,890.95	4,194.82	11.38%	19.31%	16.09%	940	3.41	17.24%	570	5.72	20.97%			
Industrial	529.01	1,314.30	1,843.30	5.00%	8.49%	7.07%	425	1.88	9.47%	770	3.40	12.45%			
Subtotal	5,691.904	14,141.28	19,833.18	53.83%	91.30%	76.10%	955	11.56	58.39%	1,625	18.53	67.8879%	18.53	63.72%	
Master Metered Suburban															
Cuyahoga Falls	968	267	1,236	9.16%	1.73%	4.74%	242	1.96	9.87%	237	1.92	7.02%	8.77	30.14%	
Montrose	378	104	483	3.58%	0.67%	1.85%	257	0.81	4.09%	203	0.64	2.35%			
Mud Brook	1,941	536	2,476	18.35%	3.46%	9.50%	240	3.88	19.62%	273	4.41	16.16%			
Lakemore	310	86	396	2.93%	0.55%	1.52%	107	0.28	1.39%	116	0.30	1.09%			
Tallmadge	829	229	1,058	7.84%	1.48%	4.06%	122	0.84	4.26%	145	1.01	3.68%			
Springfield	456.25	125.94	582.19	4.31%	0.81%	2.23%	123	0.47	2.55%	130	0.49	1.81%			
Subtotal	4,882.50	1,347.71	6,230.21	46.17%	8.70%	23.90%	1,091	8.24	41.61%	1,104	8.77	32.11%	8.77	30.14%	
Total Metered Discharge	10,574.41	15,488.99	26,063.40	40.57%	100.00%							100.00%			93.86%
Total Infiltration/Inflow	15,488.99			59.43%								0.00%	27.30	100.00%	6.14%
Total Annual Loadings							19.80						27.30		29.08

ALLOCATION OF SEWER MAINTENANCE COSTS

USER CLASS	METERED DISCHARGE	% OF TOTAL MTRD FLOW	ALLOCATION OF I/I	% OF NON-MMS FLOW	ALLOCATION OF I/I- NON MMS
Residential	3,959.03	37.44	63.50	69.56	69.56
Commercial	1,203.87	11.38	19.31	21.15	21.15
Industrial	529.01	5.00	8.49	9.29	9.29
Master Meter Suburban	4,882.50	46.17	8.70		
Total	10,574.41	100.00	100.00	100.00	100.00
SAMPLES PROCESSED					
Industrial	535				
Master Meter Suburban	1,093				
Total	1,628				
% TOTAL					
Industrial		32.87			
Master Meter Suburban		67.13			
Total		100.00			

Metered Flow + I/I Allocation Methodology

	MG/YR	Metered Discharge % of Total	Trunk Sewer I/I	Local Sewer I/I	Total I/I	Total
Volume at WPCS	26,063.40	40.57%	5,637.99	9,851.00	15,488.99	26,063.40
Metered Discharge & I/I (at source)						
Residential	3,959.03	15.19%	2,984.13	6,851.91	9,836.03	13,795.21
Commercial	1,203.87	4.62%	907.42	2,083.54	2,990.95	4,194.86
Industrial	529.01	2.03%	398.74	915.56	1,314.30	1,843.32
Subtotal	5,691.90	21.84%	4,290.283	9,851.00	14,141.28	19,833.40
Master Metered Suburban						
Cuyahoga Falls	968	3.72%	267.31		267.31	1,236
Montrose	378	1.45%	104.40		104.40	483
Mud Brook	1,941	7.45%	535.66		535.66	2,476
Lakemore	310	1.19%	85.59		85.59	396
Tallmadge	829	3.18%	228.82		228.82	1,058
Springfield	456	1.75%	125.94		125.94	582
Subtotal	4,882.50	18.73%	1,347.71		1,347.71	6,230.40
Trunk Sewer						
36.4%						
Trunk sewers as defined in the City's GIS database						
TOTAL LOCAL FLOW w/ I&I Allocation						
Master Meter						
23.90%						
Retail						
76.10%						

SCHEDULE 1A

ALLOCATION OF WASTE TREATMENT FUNCTION
USING 2015 ACTUAL COSTS
TO VOLUME, BOD & SS FOR 2015 RATE

TREATMENT FUNCTIONS	Amount (\$)		VOLUME		BOD		SS		Other Treatment Functions	
			%	\$	%	\$	%	\$	%	\$
Preliminary Treatment	725,125		75.00	543,844			25.00	181,281		
Primary Treatment	1,203,708		40.00	481,483	20.00	240,742	40.00	481,483		
Secondary Treatment	1,631,531		20.00	326,306	60.00	978,919	20.00	326,306		
Dissolved Air Flotation	493,085				60.00	295,851	40.00	197,234		
Renewable Energy Facility	10,170,470				36.00	3,661,369	64.00	6,509,101		
Sludge Incineration & Disposal	246,543				36.00	88,755	64.00	157,788		
Disinfection	311,804		100.00	311,804						
Lab. Analysis (P.L.T. & River)	558,346		100.00	558,346						
<u>Field Monitoring Waste</u>										
Discharge Analysis	507,588								100.00	507,588
Administrative Control	1,573,521		14.02	220,608	33.23	522,881	49.55	779,680	3.20	50,352
Subtotal	17,421,720			2,442,391		5,788,517		8,632,873		557,940
Total	7,880,350		100.00	7,880,350		5,788,517		8,632,873		557,940
Total	25,302,070			10,322,741		5,788,517		8,632,873		557,940
ALLOCATION TO METERED DISCHARGE & I/I										
				Metered Discharge		I/I				
Volume	10,322,741		40.57%	4,187,936	59.43%	6,134,805				
BOD	5,788,517		100.00%	5,788,517	0	0				
SS	8,632,873		93.86%	8,102,814	6.14%	530,058				
Subtotal	24,744,131			18,079,267		6,664,863				
Total	557,940									
Total	25,302,070									

SCHEDULE 2
ALLOCATION OF SEWER MAINTENANCE
COSTS TO USER CLASSES

SEWER MAINTENANCE	RESIDENTIAL		COMMERCIAL		INDUSTRIAL		MSTR MTRD SUBURBAN	
	Amount (\$)	%	\$	%	\$	%	\$	%
TRUNK SEWER LINES*								
COLLECTION OF MTRD DISCHRG	1,048,609	37.44	392,596	11.38	119,381	5.00	52,459	46.17
COLLECTION OF I/I	1,536,082	63.50	975,464	19.31	286,620	8.49	130,342	8.70
Subtotal	2,584,691		1,368,060		416,001		182,801	617,828
LOCAL & LATERAL SEWERS								
COLLECTION OF MTRD DISCHRG	1,832,185	69.56	1,274,385	21.15	387,516	9.29	170,283	
COLLECTION OF I/I	2,683,924	69.56	1,866,817	21.15	567,663	9.29	249,444	
Subtotal	4,516,109		3,141,202		955,179		419,727	
Total	7,100,800		4,509,262		1,371,180		602,528	617,828
SUMMARY								
COLLECTION OF MTRD DISCHRG	1,048,609		392,596		119,381		52,459	484,172
TRUNK SEWERS	1,832,185		1,274,385		387,516		170,283	0
LOCAL LATERALS	2,880,794		1,666,981		506,897		222,742	484,172
COLLECTION OF I/I	4,220,006		2,842,281		864,283		379,786	133,656
Total	7,100,800		4,509,262		1,371,180		602,528	617,828
* Allocate								
		40.57%			36.4%			to trunk sewer lines
		59.43%			63.6%			to local & lateral sewers

**SCHEDULE 3
ALLOCATION OF REPLACEMENT COST FOR WPCS**

	METERED DISCHARGE		INFILTRATION/INFLOW		RESIDENTIAL	COMMERCIAL	INDUSTRIAL	MSTR MTRD SUBURBAN
	Amount (\$)	%	\$	%				
VOLUME	3,447,777	40.57	1,398,829	59.43				
B.O.D.	108,675	100.00	108,675					
S.S.	43,548	93.86	40,872	6.14				
Total	3,600,000		1,548,376			2,051,625		
	Amount (\$)	%	VOLUME	%	\$	%	\$	%
METERED DISCHARGE INFLOW/INFILTRATION	1,398,829	37.44	523,718	11.38	159,253	5.00	69,979	46.17
	2,048,949	63.50	1,301,152	19.31	395,656	8.49	173,861	8.70
Subtotal	3,447,778		1,824,870		554,909		243,840	
			B.O.D.					
METERED DISCHARGE INFLOW/INFILTRATION	108,675	31.68	34,432	17.24	18,736	9.47	10,291	41.61
	0		0		0		0	
Subtotal	108,675		34,432		18,736		10,291	
			SUSPENDED SOLIDS					
METERED DISCHARGE INFLOW/INFILTRATION	40,872	34.48	14,091	20.97	8,569	12.45	5,087	32.11
	2,676	63.50	1,699	19.31	517	8.49	227	8.70
Subtotal	43,548		15,790		9,086		5,314	

ALLOCATION OF REPLACEMENT COST FOR SEWAGE COLLECTION SYSTEM

	METERED DISCHARGE		INFILTRATION/INFLOW		RESIDENTIAL	COMMERCIAL	INDUSTRIAL	MSTR MTRD SUBURBAN
	Amount (\$)	%	\$	%				
VOLUME	3,447,777	40.57	1,398,829	59.43				
B.O.D.	108,675	100.00	108,675					
S.S.	43,548	93.86	40,872	6.14				
Total	3,600,000		1,548,376			2,051,625		
	Amount (\$)	%	VOLUME	%	\$	%	\$	%
COLL OF MTRD DISCHRG COLLECTION OF I/I	1,313,621	37.44	491,816	11.38	149,552	5.00	65,717	46.17
	1,924,291	63.50	1,221,990	19.31	371,584	8.49	169,289	8.70
Subtotal	3,237,912		1,713,806		521,136		229,000	
LOCAL & LTRL SEWERS * COLL OF MTRD DISCHRG COLLECTION OF I/I	2,701,998	69.56	1,879,388	21.15	571,486	9.29	251,124	
	3,958,090	69.56	2,753,069	21.15	837,156	9.29	367,865	
Subtotal	6,660,088		4,632,457		1,408,642		618,989	0
Total	9,898,000		6,346,263		1,929,778		847,989	773,970
			COLL OF MTRD DISCHRG					
TRUNK SEWERS LOCAL SEWERS	1,313,621		491,816		149,552		65,717	606,536
	2,701,998		1,879,388		571,486		251,124	0
Subtotal	4,015,619		2,371,204		721,038		316,841	606,536
Total	5,882,381		3,975,059		1,208,740		531,148	167,434
	9,898,000		6,346,263		1,929,778		847,989	773,970

SUMMARY

* Allocate and 40.57% of total sewer maintenance cost to meter discharge and 59.43% to allocation of I/I

SCHEDULE 4

**ALLOCATION OF ANNUAL DEBT SERVICE TO
VOLUME, B.O.D. AND SUSPENDED SOLIDS**

EXISTING DEBT	Annual Requirements	VOLUME	B.O.D.	S.S.
<i>All User Classes</i>				
	13,549,495	6,650,742	3,164,294	3,734,459
Subtotal				
	<u>2,100,557</u>	<u>2,100,557</u>	<u>\$ -</u>	<u>\$ -</u>
Total Debt	15,650,051			
LOCAL ONLY				

SCHEDULE 5
ALLOCATION OF ANNUAL DEBT REQUIREMENTS
TO METERED DISCHARGE & INFLOW/INFILTRATION

EXISTING DEBT	Annual Requirements	METERED DISCHARGE		INFLOW/INFILTRATION	
		%	\$	%	\$
VOLUME	8,751,298	40.57	3,550,565	59.43	5,200,733
B.O.D.	3,164,294	100.00	3,164,294	0.00	0
S.S.	3,734,459	93.86	3,504,986	6.14	229,473
Total Debt	15,650,051		10,219,845		5,430,206

SCHEDULE 5A
ALLOCATION OF ANNUAL DEBT REQUIREMENTS
TO METERED DISCHARGE & INFLOW/INFILTRATION

EXISTING DEBT	Annual Requirements	METERED DISCHARGE		INFLOW/INFILTRATION	
		%	\$	%	\$
VOLUME	6,650,742	40.57	2,698,330	59.43	3,952,412
B.O.D.	3,164,294	100.00	3,164,294	0.00	0
S.S.	3,734,459	93.86	3,504,986	6.14	229,473
Subtotal	13,549,495		9,367,610		4,181,885
LOCAL ONLY					
VOLUME	2,100,557	40.57	852,235	59.43	1,248,322
B.O.D.	-	100.00	-	0.00	-
S.S.	-	93.86	-	6.14	-
Total	15,650,051		10,219,845		5,430,207

SCHEDULE 6
ALLOCATION OF ANNUAL DEBT REQUIREMENTS TO USER CLASSES

EXISTING DEBT VOLUME	Annual Requirements	RESIDENTIAL		COMMERCIAL		INDUSTRIAL		MSTR MTRD SUBURBAN					
		%	\$	%	\$	%	\$	%	\$				
METERED DISCHARGE	2,698,330	37.44	1,010,248	11.38	307,197	5.00	134,990	46.17	1,245,895				
INFLOW/INFILTRATION	3,952,412	63.50	2,509,915	19.31	763,218	8.49	335,376	8.70	343,903				
B.O.D.													
METERED DISCHARGE	3,164,294	31.68	1,002,544	17.24	545,529	9.47	299,648	41.61	1,316,572				
INFLOW/INFILTRATION	0												
SUSPENDED SOLIDS													
METERED DISCHARGE	3,504,986	34.48	1,208,356	20.97	734,876	12.45	436,228	32.11	1,125,526				
INFLOW/INFILTRATION	229,473	63.50	145,723	19.31	44,312	8.49	19,472	8.70	19,967				
LOCAL (AKRON ONLY)													
METERED DISCHARGE	852,235	69.56	592,776	21.15	180,252	9.29	79,207	0	0				
INFLOW/INFILTRATION	1,248,322	69.56	868,277	21.15	264,026	9.29	116,019	0	0				
Total Debt	15,650,052		7,337,839		2,839,410		1,420,940		4,051,863				
Local Debt	2,100,557		1,461,053		444,278		195,226		0				
Total Less Local Debt	13,549,495		5,876,786		2,395,132		1,225,714		4,051,863				
ALLOCATION OF MASTER METERED SUBURBAN													
		CUYAHOGA FALLS		MONTROSE		MUD BROOK		LAKEMORE		TALLMADGE		SPRINGFIELD	
		%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Annual Requirements													
VOLUME	1,245,895	19.83	247,112	7.75	96,509	39.75	495,191	6.35	79,124	16.98	211,533	9.34	116,424
B.O.D.	1,316,572	23.73	312,449	9.84	129,546	47.15	620,738	3.35	44,116	10.25	134,929	5.68	74,794
S.S.	1,125,526	21.86	246,049	7.31	82,222	50.32	566,322	3.41	38,354	11.47	129,060	5.64	63,520
I/I	363,870	19.83	72,170	7.75	28,186	39.75	144,624	6.35	23,109	16.98	61,779	9.34	34,002
Total	4,051,863		877,780		336,463		1,826,875		184,703		537,301		288,740

SCHEDULE 7
SUMMARY OF ALLOCATIONS
O/M & REPLACEMENT

METERED DISCHARGE	AMOUNT				MSTR MTRD SUBURBAN
	RESIDENTIAL	COMMERCIAL	INDUSTRIAL		
WASTE TREATMENT (O/M)					
VOLUME	1,567,952	476,785	209,511		1,933,688
B.O.D.	1,833,977	997,950	548,154		2,408,437
S.S.	2,793,472	1,698,884	1,008,471		2,601,987
Subtotal	6,195,401	3,173,519	1,766,136		6,944,112
WASTE TREATMENT (REPLACEMENT)					
VOLUME	523,718	159,253	69,979		645,879
B.O.D.	34,432	18,736	10,291		45,217
S.S.	14,091	8,569	5,087		13,125
Subtotal	572,241	186,558	85,357		704,221
TOTAL O/M & REPLACEMENT	6,767,642	3,360,177	1,851,493		7,648,333
WASTE COLLECTION (O/M)					
TRUNK SEWERS	392,596	119,381	52,459		484,172
LOCAL SEWERS	1,274,385	387,516	170,283		0
Subtotal	1,666,981	506,897	222,742		484,172
WASTE COLLECTION (REPLACEMENT)					
TRUNK SEWERS	491,816	149,552	85,717		606,536
LOCAL SEWERS	1,879,388	571,486	251,124		0
Subtotal	2,371,204	721,038	316,841		606,536
TOTAL O/M & REPLACEMENT	4,038,185	1,227,935	539,583		1,090,708
INFLOW/FILTRATION					
COLLECTION (O/M)					
TRUNKS	975,464	296,620	130,342		133,656
LOCALS	1,866,817	567,663	249,444		0
TREATMENT (O/M)	3,895,809	1,184,642	520,560		533,794
VOLUME	336,605	102,355	44,977		46,121
SUSPENDED SOLIDS	7,074,695	2,151,280	945,323		713,571
COLLECTION (REPLACEMENT)	3,975,059	1,208,740	531,148		167,434
TRUNKS	1,221,990	371,584	163,283		167,434
LOCALS	2,753,069	837,156	367,865		
TREATMENT (REPLACEMENT)	1,301,152	395,656	173,861		178,281
VOLUME	1,699	517	227		233
SUSPENDED SOLIDS	5,277,910	1,604,913	705,236		345,948
Subtotal Replacement	12,352,605	3,756,193	1,650,569		1,059,519
TOTAL O/M REPLACEMENT	18,818,877	6,084,128	2,491,151		2,119,037

**SCHEDULE 7
SUMMARY OF ALLOCATIONS**

TOTAL COST SUMMARY

	AMOUNT	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	MSTR MTRD SUBURBAN
WASTE TREATMENT	19,627,643	6,767,642	3,360,177	1,851,493	7,648,333
WASTE COLLECTION	6,896,411	4,038,185	1,227,935	539,583	1,090,708
Subtotal	26,524,054	10,805,827	4,588,112	2,391,076	8,739,041
COLLECTION & TREATMENT OF I/I	18,818,877	12,352,605	3,756,193	1,650,559	1,059,519
Subtotal	45,342,931	23,158,432	8,344,305	4,041,635	9,798,560
OTHER COSTS					
FIELD MONITORING	557,940			400,789	157,151
DEBT SERVICE - EXISTING DEBT					
All USERS DEBT	13,549,495	5,876,786	2,395,132	1,225,714	4,051,863
LOCAL ONLY DEBT	2,100,557	1,461,053	444,278	195,226	0
TOTAL DEBT	15,650,052	7,337,839	2,839,410	1,420,940	4,051,863
Subtotal	61,550,923	30,496,271	11,183,715	5,863,364	14,007,574
TOTAL REVENUE REQUIREMENT	61,550,923				

SCHEDULE 8
COMPUTATION OF UNIT COST FOR TREATING MASTER METERED SUBURBAN
VOLUME, B.O.D. & S.S. (O/M & REPLACEMENT)

	<u>O/M</u>	<u>+</u>	<u>REPLACEMENT</u>	<u>/</u>	<u>LOADINGS</u> <u>(COST</u> <u>ALLOCATION</u> <u>WORKSHEET)</u>	<u>=</u>	<u>UNIT</u> <u>CHARGE</u>
VOLUME	2,467,482	+	824,160	/	4,882.50	=	\$ 0.674 per 1,000 gallons
B.O.D.	5,788,517	+	108,675	/	19.80	=	\$ 0.298 per # of BOD
S.S.	8,632,873	+	43,548	/	29.08	=	\$ 0.298 per # of SS

Schedule 10

USER CHARGE RATES — MASTER METER SUBURBAN

		Rate per 1,000 gallons						
		CUYAHOGA	FALLS	MONTROSE	MUDBROOK	LAKEMORE	TALLMADGE	SPRINGFIELD
WASTE TREATMENT								
Volume		\$0.674	\$0.674	\$0.674	\$0.674	\$0.674	\$0.674	\$0.674
BOD		0.503	0.503	0.503	0.503	0.503	0.503	0.503
SS		0.545	0.545	0.545	0.545	0.545	0.545	0.545
Subtotal		\$1.722	\$1.722	\$1.722	\$1.722	\$1.722	\$1.722	\$1.722
Trunk Sewers		0.285	0.285	0.285	0.285	0.285	0.285	0.285
Field Monitoring		0.032	0.032	0.032	0.032	0.032	0.032	0.032
Total User Charges		\$2.039	\$2.039	\$2.039	\$2.039	\$2.039	\$2.039	\$2.039
Debt Service		0.830	0.830	0.830	0.830	0.830	0.830	0.830
Master Meter Rates - 2016		\$2.869	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869

Schedule 12
PROJECTED 4-YEAR RATE SCHEDULE — MASTER METER SUBURBAN

	Rate per 1,000 gallons				
	MONTROSE	MUDBROOK	LAKEMORE	TALLMADGE	SPRINGFIELD
CUYAHOGA FALLS					
Master Meter Rates - 2016	\$2.869	\$2.869	\$2.869	\$2.869	\$2.869
2015 True Up Rates	\$0.936	\$0.611	\$0.393	\$0.466	\$0.000
Total Master Meter Charges - 2016	\$3.804	\$3.480	\$3.262	\$3.335	\$2.869
Master Meter Rate 2017	\$3.041	\$3.041	\$3.041	\$3.041	\$3.041
Master Meter Rate 2018	\$3.102	\$3.102	\$3.102	\$3.102	\$3.102
Master Meter Rate 2019	\$3.183	\$3.183	\$3.183	\$3.183	\$3.183

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2017

6
7 AN ORDINANCE AUTHORIZING THE MAYOR OR HIS
8 DESIGNEE TO ENTER INTO A CONTRACT OR CONTRACTS,
9 ACCORDING TO LAW, FOR THE REPLACEMENT OF A
10 WATERLINE IN HIGHLAND AVENUE, FROM BAILEY ROAD
11 TO VICTORIA STREET, AND DECLARING AN EMERGENCY.

12
13 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and
14 State of Ohio, that:

15
16 Section 1. The Mayor or his designee is hereby authorized to enter into a contract or
17 contracts, according to law, for the replacement of a waterline in Highland Avenue, from
18 Bailey Road to Victoria Street.

19
20 Section 2. The Director of Finance is hereby authorized and directed to make payment
21 for same from the Water Fund, line item Capital Outlay.

22
23 Section 3. Any other ordinances or resolutions or portions of ordinances and resolutions
24 inconsistent herewith are hereby repealed, but any ordinances and resolutions not
25 inconsistent herewith and which have not previously been repealed are hereby ratified and
26 confirmed.

27
28 Section 4. It is found and determined that all formal actions of this Council concerning
29 and relating to the adoption of this ordinance were adopted in an open meeting of this
30 Council, and that all deliberations of this Council and of any of its committees that resulted
31 in such formal action, were in meetings open to the public, in compliance with all legal
32 requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

33
34 Section 5. This ordinance is hereby declared to be an emergency measure necessary for
35 the preservation of the public peace, health, safety, convenience and welfare of the City of
36 Cuyahoga Falls and the inhabitants thereof, and provided it receives the affirmative vote of
37 two thirds of the members elected or appointed to Council, it shall take effect and be in force
38 immediately upon its passage and approval by the Mayor; otherwise it shall take effect and
39 be in force at the earliest period allowed by law.

40
41
42 Passed: _____

President of Council

43
44
45 _____
46 Clerk of Council

47
48
49 Approved: _____

Mayor

50
51
52 01/23/17

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2
3
4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. - 2017

7
8
9 AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
10 ENTER INTO A CONTRACT OR CONTRACTS, ACCORDING TO LAW,
11 FOR THE WOODWARD CREEK CULVERT UNDER SANDALWOOD
12 LANE IMPROVEMENT PROJECT, AND DECLARING AN
13 EMERGENCY.
14

15
16 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and State of
17 Ohio, that:

18
19 Section 1. The Mayor or his designee is hereby authorized to enter into a contract or contracts,
20 according to law, for the Woodward Creek Culvert under Sandalwood Lane Improvement Project.
21

22 Section 2. The Director of Finance is hereby authorized and directed to make payment for same
23 from the Storm Drainage Utility Fund, line item Capital Outlay.
24

25 Section 3. Any other ordinances or resolutions or portions of ordinances and resolutions
26 inconsistent herewith are hereby repealed, but any ordinances and resolutions not inconsistent
27 herewith and which have not previously been repealed are hereby ratified and confirmed.
28

29 Section 4. It is found and determined that all formal actions of this Council concerning and
30 relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that
31 all deliberations of this Council and of any of its committees that resulted in such formal action,
32 were in meetings open to the public, in compliance with all legal requirements, to the extent
33 applicable, including Chapter 107 of the Codified Ordinances.
34

35 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
36 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
37 Falls and the inhabitants thereof, and provided it receives the affirmative vote of two thirds of the
38 members elected or appointed to Council, it shall take effect and be in force immediately upon its
39 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest
40 period allowed by law.
41

42
43
44 Passed: _____

President of Council

Clerk of Council

48
49 Approved: _____

Mayor

50
51
52 1/23/17

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2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2017

6
7 AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
8 ENTER INTO A CONTRACT OR CONTRACTS, ACCORDING TO LAW,
9 FOR SERVICES TO DESIGN, ENGINEER AND CONSTRUCT
10 CONCRETE, MASONRY, ELECTRICAL AND MECHANICAL REPAIRS
11 TO THE CITY-OWNED PARKING GARAGES LOCATED AT 2035 OLD
12 TOWN LOOP (THE "BLUE" PARKING DECK), 2052 FRONT STREET
13 (THE "RED" PARKING DECK), AND 2318 SECOND STREET (THE
14 "GREEN" PARKING DECK), AND DECLARING AN EMERGENCY.

15
16 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and State of
17 Ohio, that:

18
19 Section 1. The Mayor or his designee is hereby authorized to enter into a contract or contracts,
20 according to law, for services to design, engineer and construct concrete, masonry, electrical and
21 mechanical repairs to the City-owned parking garages located at 2035 Old Town Loop (the "Blue"
22 Parking Deck), 2052 Front Street (the "Red" Parking Deck), and 2318 Second Street (the "Green"
23 Parking Deck).

24
25 Section 2. The Director of Finance is hereby authorized to increase appropriations in the Capital
26 Projects Fund, line item Capital Outlay in the amount of \$3,755,550 and to make payment from the
27 same.

28
29 Section 3. Any other ordinances or resolutions or portions of ordinances and resolutions
30 inconsistent herewith are hereby repealed, but any ordinances and resolutions not inconsistent
31 herewith and which have not previously been repealed are hereby ratified and confirmed.

32
33 Section 4. It is found and determined that all formal actions of this Council concerning and
34 relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that
35 all deliberations of this Council and of any of its committees that resulted in such formal action,
36 were in meetings open to the public, in compliance with all legal requirements, to the extent
37 applicable, including Chapter 107 of the Codified Ordinances.

38
39 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
40 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
41 Falls and the inhabitants thereof, and provided it receives the affirmative vote of two thirds of the
42 members elected or appointed to Council, it shall take effect and be in force immediately upon its
43 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest
44 period allowed by law.

45
46
47 Passed: _____
48 _____
49 President of Council

50
51 _____
52 Clerk of Council

53
54 Approved: _____
55 _____
56 Mayor

2
3
4
5 CITY OF CUYAHOGA FALLS, OHIO

6
7 ORDINANCE NO. - 2017

8
9 AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE
10 TO APPLY FOR A GRANT THROUGH THE OHIO PUBLIC WORKS
11 COMMISSION'S CLEAN OHIO CONSERVATION FUND AND IF
12 AWARDED, TO ENTER INTO A GRANT AGREEMENT WITH THE
13 OHIO PUBLIC WORKS COMMISSION FOR THE DICKERSON
14 RUN NATURE PRESERVE PROJECT, AND DECLARING AN
15 EMERGENCY.

16
17 WHEREAS, the approximately 40-acre Dickerson Run Nature Preserve is nestled along the
18 Haas Road entrance to the Cuyahoga Valley National Park and is a forested gem that will help to
19 protect water quality, be a habitat for a diversity of flora and fauna, and increase the aesthetic
20 beauty of the area; and

21
22 WHEREAS, the property contains several thousand feet of streams, including Dickerson Run,
23 which flow through the property, into the Cuyahoga Valley National Park, and ultimately into the
24 Cuyahoga River; and

25
26 WHEREAS, the creation of this nature preserve will help to protect water quality and reduce
27 stormwater runoff by protecting these streams and their forested riparian zones, which filter, slow
28 and absorb stormwater for the benefit of downstream areas; and

29
30 WHEREAS, the property also contains several small wetland areas, which also serve to filter
31 and retain stormwater and which provide habitat to numerous amphibian and bird species; and

32
33 WHEREAS, the Clean Ohio Conservation Fund grant will enable the City to preserve the
34 property's natural integrity and the grant will also include funding for tree planting activities and
35 for the removal of some invasive plant species in order to further improve the property's integrity
36 as a habitat.

37
38 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County
39 of Summit and State of Ohio, that:

40
41 Section 1. The Mayor or his designee is hereby authorized to execute and file an application
42 with the Ohio Public Works Commission for the Clean Ohio Conservation Fund grant and, if
43 awarded, to enter into a grant agreement or agreements with the Ohio Public Works Commission
44 for the Dickerson Run Nature Preserve project.

45
46 Section 2. The City does agree to utilize donated land value as the required minimum 25
47 percent local matching funds component for the Dickerson Run Nature Preserve project being
48 submitted to the Ohio Public Works Commission Clean Ohio Conservation Fund program. The
49 minimum 25 percent donated land value shall be documented within a preliminary restricted use
50 appraisal to be provided to the Ohio Public Works Commission prior to entering into a Grant
51 Agreement.

52
53 Section 3. Any other ordinances and resolutions or portions of ordinances and resolutions
54 inconsistent herewith are hereby repealed, but any ordinances and resolutions or portions of
55 ordinances and resolutions not inconsistent herewith and which have not previously been
56 repealed are hereby ratified and confirmed.

57
58 Section 4. It is found and determined that all formal actions of this Council concerning and
59 relating to the adoption of this ordinance were adopted in an open meeting of this Council and
60 that all deliberations of this Council and of any of its committees that resulted in such formal
61 action were in meetings open to the public, in compliance with all legal requirements including
62 Chapter 107 of the Codified Ordinances.
63

64 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
65 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
66 Falls and the inhabitants thereof, and provided it receives the affirmative vote of two-thirds of the
67 members elected or appointed to Council, it shall take effect and be in force immediately upon its
68 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest
69 period allowed by law.

70

71

72 Passed: _____

President of Council

74

75

76

Clerk of Council

77

78 Approved: _____

Mayor

79

80 1/23/17

81 O:\2017ords\Dickerson Run Nature Preserve Rev1.doc

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. -2017

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 COMMUNITY DEVELOPMENT TO ENTER INTO A
9 COMMUNITY REINVESTMENT AREA TAX EXEMPTION
10 AGREEMENT WITH STATE 8 MOTORCYCLES DBA KPG
11 REALTY AND WHOLECYCLE INCORPORATED, AND
12 DECLARING AN EMERGENCY.
13
14

15 WHEREAS, pursuant to Ordinance No. 69-2006, passed June 26, 2006, this
16 Council established and designated the boundaries of the Cuyahoga Falls Northern
17 Community Reinvestment Area (“CRA”) pursuant to Ohio Revised Code §3735.65 et
18 seq., to encourage the development of real property within the CRA; and
19

20 WHEREAS, the State of Ohio Director of Development has made a determination
21 that the findings contained in Ord. No. 69- 2006 are valid, and that the classification
22 of structures and/or remodeling eligible for exemption under the Ordinance is
23 consistent with zoning restrictions applicable to the CRA, and
24

25 WHEREAS, with receipt of the Director’s positive determination, the City is
26 enabled to abate certain taxes on real property located in the CRA, in order to
27 provide an incentive for the creation and retention of jobs and investment within the
28 CRA; and
29

30 WHEREAS, this Council has determined to provide economic development
31 assistance in the form of tax abatement to State 8 Motorcycles dba KPG Realty and
32 Wholecycle Incorporated, in connection with the construction of a new 18,000
33 square foot powersports facility on parcel number 35-05933, 95 Cuyahoga Falls
34 Industrial Parkway, hereinafter the “Project”.
35

36 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga
37 Falls, County of Summit, and State of Ohio, that:
38

39 Section 1. The Director of Community Development is hereby authorized to
40 enter into a Community Reinvestment Area tax exemption agreement in accordance
41 with Ohio Revised Code §§3735.67 and 3735.671, with State 8 Motorcycles dba KPG
42 Realty and Wholecycle Incorporated, consistent with Ordinance No. 69–2006 and the
43 terms set forth in the application for tax exemption attached hereto as Exhibit A, to
44 provide the Project with an exemption from real property tax at (or not exceeding) the
45 percentage and for (or not exceeding) the duration stipulated in said application.
46

47 Section 2. This Council further authorizes the Mayor, Director of Finance,
48 Director of Community Development, Director of Law and any other city officials,

49 individually and/or collectively as may be appropriate, to prepare and execute such
50 other documents and do other things as are necessary or incidental to carrying out
51 the requirements of this legislation consistent with the terms of the attached
52 application.

53
54 Section 3. Any ordinances or resolutions or portions of ordinances and
55 resolutions inconsistent herewith are hereby repealed, but any ordinances and
56 resolutions not inconsistent herewith and which have not previously been repealed
57 are hereby ratified and confirmed.

58
59 Section 4. It is found and determined that all formal actions of this Council
60 concerning and relating to the adoption of this ordinance were adopted in an open
61 meeting of this Council, and that all deliberations of this Council and of any of its
62 committees that resulted in such formal action, were in meetings open to the public,
63 in compliance with all legal requirements including Chapter 107 of the Codified
64 Ordinances.

65
66 Section 5. This ordinance is hereby declared to be an emergency measure
67 necessary for the preservation of the public peace, health, safety, convenience and
68 welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it
69 receives the affirmative vote of two thirds of the members elected or appointed to
70 Council, it shall take effect and be in force immediately upon its passage and
71 approval by the Mayor; otherwise it shall take effect and be in force at the earliest
72 period allowed by law.

73
74
75 Passed: _____
76 _____
77 President of Council

78
79 _____
80 Clerk of Council

81
82
83 Approved: _____
84 _____
85 Mayor

86 1/23/17
87 O:\2017ords\State 8 CRA Legislation.doc

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Cuyahoga Falls located in the County of Summit and:

State 8 Motorcycles dba KPG Realty and Wholecycle Inc.

(Company Name)

- 1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

State 8 et al

Richard Compton

Enterprise Name

Contact Person

100 Cuyahoga Falls Ind. Pkwy Peninsula, OH 44264330-929-8123

Address

Telephone Number

kirkc@state8.com

Contact Email

Project site:

95 Cuyahoga Falls Ind. Pkwy. Peninsula OH 44264

35-05933

Address

Parcel Number

Richard Compton

330-929-8123

Contact Person

Telephone Number

kirkc@state8.com

Contact Email

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. Please be specific with details.

Retail Sales of Powersports Products, specifically Motorcycles, All Terrain Vehicles (ATVs), Off Highway Vehicles (OHVs) and outdoor accessories.

While most people are familiar with motorcycles, many do not realize that ATVs, commonly called "four wheelers" or "quads", are just as big a market in Ohio as the street bikes. They are used for Recreation, by the Farm Community and the Service and Maintenance Industries. Additionally, OHVs, commonly called "side by sides", have grown at the fastest rate of all segments of the Powersports Industry. These products will be showcased in the new facility.

Our Wholesale Department will also play a vital role in the new site. Not unlike many businesses today, our online sales, export sales and digital marketing have created new positions that will operate from the new site, and revenue streams that will contribute to the new location also.

Currently we have **39 full time and 5 part time employees** in Cuyahoga Falls, conducting various retail and wholesale activities, service, and marketing.

- b. List primary 6 digit North American Industry Classification System (NAICS) #

Business may list other relevant SIC numbers.

441228

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred):

A new 18,000 SF facility will be built at 95 Cuyahoga Falls Ind. Pkwy. Peninsula, OH to replace the 40 year old 25,000 SF facility at 4193 State Rd. Cuyahoga Falls, OH. The following will be relocated should the abatement be granted:

We have one (1) reconditioning technician and one (1) truck driver at both the 100 Cuy. Falls location and the 1609 Medina Rd. location. These four (4) jobs will be consolidated into two (2) jobs at the new location. The Warehouse Manager and one(1) laborer at the 4193 State Rd. facility will transfer to the new location. The Wholesale Manager at 100 Cuy. Falls will transfer to the new location. The annual payroll from these employees is \$330,000.00.

Assets and Equipment will be transferred from all locations.

From 1609 Medina Rd: \$50,000.00 of equipment and \$60,000.00 of product
From 4193 State Rd: \$160,000.00 of equipment and \$1,200,000.00 of product
From 100 Cuy Falls: \$30,000.00 and \$100,000.00 of product

d. Form of business of enterprise:

Partnership

3. Name of principal owner(s) or officers of the business.

Richard Compton, Paul Compton, Gar Compton

4. a. State the enterprise's current employment level at the proposed project site:

Full Time: 0 Part Time: 0
(To be considered full time the individual must work at least 35 hours per week.)

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

1609 Medina Rd. will consolidate two (2) positions to the new facility
4193 State Rd. will transfer two (2) positions to the new facility
100 Cuy. Falls will transfer three (3) positions to the new facility.

Assets and Equipment will be transferred from all locations.

From 1609 Medina Rd. \$50,000.00 of equipment and \$60,000.00 of product
From 4193 State Rd. \$160,000.00 of equipment and \$1,200,000.00 of product
From 100 Cuy Falls \$30,000.00 and \$100,000.00 of product

d. State the enterprise's current employment level in **Ohio** (itemized for full and part-time and permanent and temporary employees):

	Permanent	Temporary
Full Time	52	
Part Time	6	

(To be considered full time the individual must work at least 35 hours per week.)

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

1609 Medina Rd has 13 full time and 1 part time employees.
100 Cuy Falls Ind Pkwy has 37 full time and 5 part time employees
4193 State Rd. has 2 full time employees

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

The impact will be:

\$5,000,000.00 in annual retail sales.
\$1,000,000.00 in annual wholesale and export sales.
\$1,360,000.00 of inventory.
\$330,000.00 annual payroll with 9 employment positions.

The new facility will allow additional inventory to be carried and provide the ability to add new franchises. New market segments can be added with increased space. State 8 Motorcycles will be more efficient in operation, new and used vehicle sales will increase.

5. Does the Property Owner Currently Owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers.

N/A

6. Project Description. Be as detailed as possible:

State 8 Motorcycles will convert a long dormant lot into a retail Powersports facility. The investment will further establish the northern State Road Corridor as a motor vehicle sales destination. The "Outdoor and Recreation" theme will not only benefit the City in commercial growth, but also forward Cuyahoga Falls' image as a recreational hub. \$1,500,000.00 of product will be put into the new facility and provide the ability to add new franchises. New market segments can be added with increased space. State 8 Motorcycles will be more efficient in operation, new and used vehicle sales will increase. State 8 Motorcycles will be better positioned

to market the product with its' corresponding accessories and apparel.

7. Project will begin on February 2017 and be completed by August 2017 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

	Permanent	Temporary
Full Time	5	
Part Time	2	2

(To be considered full time the individual must work at least 35 hours per week.)

b. State the time frame of this projected hiring: 7 months.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

All employees to be hired within **6 months** of completion.

9. a. Estimate the amount of annual payroll such new employees will add (New annual payroll must be itemized by full and part-time and permanent and temporary new employees).

	Permanent		Temporary	
Full-time	\$	280,000	\$	
Part-time	\$	18,000	\$	12,000
TOTAL:	\$	298,000	\$	12,000

(To be considered full time the individual must work at least 35 hours per week.)

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ \$1,920,000.00.

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Land/Buildings	\$	315,000.00
B. Additions/New Construction	\$	1,111,000.00
C. Improvements to Existing Buildings	\$	n/a
D. Machinery & Equipment	\$	50,000.00
E. Furniture & Fixtures	\$	100,000.00
F. Inventory	\$	1,000,000.00
Total New Project Investment	\$	2,576,000.00

11.

- a. Business requests the following tax exemption incentives: 75 % for 10 years covering the real property improvements as described above.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

By replacing our Cuyahoga Falls warehouse we can take a non-income producing storage facility and make it an income producing retail/warehouse. Our least expensive option for this is at our Medina Facility. Building codes are more relaxed and existing property can be utilized. Actual project cost increase to build a new stand-alone retail space in Cuyahoga Falls is \$753,280.00 higher than using the existing Medina location.

Our Medina location on SR 18 has a higher traffic count as well, 20,480 vehicles average per day vs. 7,930 vehicles at the Cuyahoga Falls location (Sperling Report 2015), which will directly affect sales and the advertising budget.

Medina also has a higher median income of \$55,442/yr. vs. Cuyahoga Falls 49,682 (2013). Median income is directly proportional to recreational spending, a key factor in the Powersports Industry.

The increased cost of building in Cuyahoga Falls can be partially offset with the Community Reinvestment Area Tax Incentive, and will bring our investment to this municipality.

Submission of this application expressly authorizes the City of Cuyahoga Falls to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

_____	_____
Name of Property Owner	Title
_____	_____
Signature	Date